1873.

SUPREME COURT OF THE UNITED STATES.

No. 107.

REUBEN ANDERSON ET AL., PLAINTIFFS IN ERROR,

vs.

MICHAEL BOCK.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF LOUISIANA.

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Gideon, printer.

CIRCUIT COURT OF THE UNITED STATES,
Fifth circuit, eastern district of Louisiana.

REUBEN ANDERSON et als.
vs.
MICHAEL BOCK. } No. 1883.

Pleas and proceedings before the honorable the circuit court, fifth circuit, and eastern district of Louisiana, at a circuit court of the United States, in and for the fifth circuit and district aforesaid, being the December term of said court, held at the city of New Orleans aforesaid on the thirty-first day of March, in the year of our Lord one thousand eight hundred and fifty-one.

Be it remembered that heretofore, to wit, on the eleventh day of February, in the year of our Lord one thousand eight hundred and fifty, came Reuben Anderson and others, plaintiffs, by their attorneys, Stockton and Steele, esqs., in the clerk's office of said court, and filed a petition, which is in words and figures following, to wit:

To the honorable judges of the circuit court of the United States, held in and for the eastern district of Louisiana:

The petition of Reuben Anderson, of Davis county, and State of Kentucky; of Andrew Anderson, jr., of the city of Nashville, and State of Tennessee; of Oliver H. Anderson, senr., of Oliver H. Anderson, jr., of Hester Ann Anderson and her husband, Johnson Thomas, of Rachel Anderson and her husband, James H. Thomas, all of the county of Fleming, and State of Kentucky; of Charlotte Anderson and her husband, John Pratt, of Mary Anderson, of Parmela Anderson and her husband, John Harris, all of Woodford county, and State of Kentucky; of Penelope Anderson and her husband, Arthur Stout, of Amy Anderson and her husband, Alfred Miller, all of the county of Ohio, and State of Kentucky, most respectfully shows, that they are owners of a piece of ground at the corner of Custom-house and Burgundy streets, in the city of New Orleans, which fronts for the space of 80 feet (French measure) on Custom-house street, by a depth of one hundred and twenty feet (like measure) on Burgundy street, in the square bounded by Custom-house, Rampart, Bienville, and Burgundy streets; that they derive title to said ground by inheritance from Andrew Anderson, senr., who inherited it from his son, Thomas Anderson; that your petitioners, Reuben, Andrew, Oliver H. Anderson, senr., Rachel, Charlotte, Mary, Parmelia, Penelope, and Amy, are the children of Andrew Anderson, senr., and brothers and sisters of Thomas Anderson, who died in New Orleans, intestate, in the year 1811, leaving as his only heir the said Andrew Anderson, his father; and your petitioners,

Hester Ann and Oliver H. Anderson, jr., are the children of John Anderson, deceased, and grand children of the said Andrew Anderson, senr.; and your petitioners, Johnson Thomas, James H. Thomas, John Pratt, John Harris, Arthur Stout, and Alfred Miller, have no other right in said ground than such as they have in right of their wives respectively, and they appear herein only for the purpose of authorizing and assisting their wives respectively in recovering said property.

Petitioners show that said Thomas Anderson died seized and possessed of said piece of ground, he having acquired title thereto by purchase from the mayor, aldermen, and inhabitants of the city of New Orleans, by act passed before Michael D. Armas, notary, on the 15th day of November, 1810; that one Michael Bock, of the said city of New Orleans, has unlawfully possessed himself of said piece of ground, and he now sets up title to the same, and refuses to deliver it to petitioners, although often amicably requested so to do, and although he is well aware of the legality and justice of the claim of petitioners.

The premises considered, petitioners pray that said Michael Bock be duly cited according to law, and after due proceedings had, that they be adjudged to recover from the said Bock the said piece of ground; pray for general relief; and as in duty [bound,] &c.

STOCKTON & STEELE,
Attorneys for plaintiffs.

And afterwards, to wit, on the 25th day of February, A. D. 1850, Michael Bock, by his attorney, Schmidt, filed in the clerk's office the following:

Answer and call in warranty.

To the honorable the judges of the circuit court of the United States, sitting for the eastern district of Louisiana, the answer of Michael Bock to a petition exhibited against him in this honorable court by Reuben Anderson and others, respectfully shows:

That this respondent reserves to himself all legal exceptions to the errors, omissions, and imperfections of said petition, and craves oyer of plaintiffs' pretended title to the lot by them claimed; and further answering this respondent denies, generally and specially, each and every allegation in said petition contained, and more particularly that plaintiffs have any right to sue in this honorable court, and that they are, as they allege, the heirs of Andrew Anderson; and this respondent further answering says, that he is the lawful owner of the lot of ground described in plaintiffs' petition, and holds the same by a just and valid title and undisputed possession for upwards of thirty years; wherefore he pleads the prescription of ten, twenty, and thirty years in bar of plaintiffs' action.

And this respondent further answering says, that he bought the aforesaid lot of ground of John Clay, on the 30th January, 1823, and

that said Clay bought the same, together with other property, of the city of New Orleans, the 18th November, 1816; that said Clay died insolvent and without leaving any heirs or representatives known to this respondent, and that the city of New Orleans, a municipal corporation duly established by law, and composed of the mayor, aldermen, and inhabitants of said city, are bound to warrant and protect this respondent in the enjoyment of said property; wherefore he prays leave to call said corporation in warranty, and for such jugdment over against them as plaintiffs may obtain against this respondent.

This respondent further prays that he be hence dismissed with costs, for trial by jury, and general relief, &c.

SCHMIDT, *Of Counsel.*

Extract from the minutes, March 27, 1850.

REUBEN ANDERSON
vs. } 1883.
MICHAEL BOCK.

This cause having been assigned for this day, was, for want of time, ordered by the court to be continued until to morrow, the 28th instant, at 10 o'clock, a. m.

Exceptions and answer of mayor, aldermen, &c., filed April 1, 1850.

R. ANDERSON et als.
vs. }
MICHAEL BOCK et al.

To the honorable the judges of the circuit court of the United States, held in the eastern district of Louisiana:

The mayor, aldermen, and inhabitants of New Orleans now come, and pray to be allowed to file these their peremptory exceptions to the answer and call in warranty of the defendant, Michael Bock, in the above entitled suit.

1. They deny the right of said Bock, under the rules and regulations of this honorable court, to call them in warranty, and make them liable in the manner and form set forth in said answer and call in warranty.

2. They plead to the jurisdiction of this honorable court, said *said* Bock and your respondents being both citizens of the State of Louisiana. And in the event of said exceptions being overruled, and not till then, your respondents, for answer to the petition and said answer and call in warranty, reserving all legal exceptions to the errors, omissions, and imperfections in the same, deny all and singular the allegations therein contained tending in any manner or way to make them responsible.

Your respondents, further answering, specially deny that said plaintiffs have any right to sue in this honorable court; that they are as they allege the heirs of Andrew Anderson; that said Andrew Anderson ever

had any right or title in and to said property sued for, and that said Andrew was the heir of said Thomas Anderson.

Your petitioners, for further answer, deny that title to said property was ever vested in said Thomas Anderson; and if it was ever vested it was only for a part or portion of the same, and on condition of the payment of an annual ground rent payable quarterly; and in default of payment of two consecutive quarters, they aver that he and his heirs and successors were duly divested of all and every interest in and to said property.

Your respondents, for further answer, admit that they did sell a part of the property sued for to one John Clay in the year 1816; that they then had a valid title to the same, and that the said Clay and his successors have been in full, quiet, undisturbed, and undisputed possession of the same ever since, and for upwards of thirty years; wherefore your respondents plead, in bar to this action, the prescription of ten, twenty, and thirty years.

Your respondents, for further answer, specially deny that said Bock has any right to call them in warranty, and that said Bock was ever subrogated to the rights of said Clay, if any he had, so as to make your respondents responsible. Wherefore your respondents pray, that there be judgment in their favor, and that they be hence dismissed with costs, and for all other and further relief. As in duty bound, &c.

H. D. OGDEN,
For mayor, aldermen, and inhabitants.

Order of continuance.

Extract from the minutes, 9th May, 1850.

R. ANDERSON
vs. } 1883.
M. BOCK.

This cause having been assigned for trial for this day was, in consequence of the parties not being prepared for trial, ordered to be continued to the next term of the court.

And afterwards, to wit, on the 17th day of December, A. D. 1850, the following entry was made on the minutes:

REUBEN ANDERSON
vs. } 1883.
MICHAEL BOCK.

On motion of Stockton and Steel, attorneys for plaintiff, ordered that the commission herein returned be opened.

And on the 29th March, 1851, the following entry was made on the minutes:

R. ANDERSON
vs. } 1883.
M. BOCK.

On motion of Stockton and Steel, attorneys for plaintiff, it is ordered that a subpœna duces tecum issue, directed to John Claiborne, notary

public of the city of New Orleans, commanding him to be and appear before the court on Monday the 31st instant, at 10 o'clock, a. m., and bring with him the original plan made by Jaques Tanesse on the 15th July, 1810, of the landed property of the city of New Orleans, offered for sale and sold by said city on the day of August, 1810, which includes the northwest corner of Custom-house and Burgundy streets in said city.

And afterwards, to wit, on the 31st March, 1851, the following entry was made of record on the minutes:

R. ANDERSON et als.
vs. } 1833.
MICHAEL BOCK, City of New Orleans, warrantor.

This cause having been assigned for this day, was called up. The exceptions herein filed by mayor, aldermen, and inhabitants of New Orleans, to the call in warranty, was sustained by the court, and the said warrantors dismissed with their costs. The cause was then proceeded with on its merits, and the following jury sworn and empannelled, to try the issue joined between the parties, viz: Andrew Jones, E. H. Harris, M. A. Vanhook, Peter Lott, E. Barnett, H. O. Anderson, Sam'l E. Moore, James Brandt, James A. Lusk, W. A. Bartlett, Wm. Dameron, and H. R. Alsobrook. Whereupon H. O. Anderson was appointed foreman of said jury, and after hearing evidence and argument of counsel, and charge from the court, they returned from their seats the following as their verdict: "We, the jury, find for the defendant. New Orleans, March 31st, 1851. H. O. Anderson, foreman." Whereupon it was ordered that the same be recorded, and that the jury be discharged until Wednesday, the 2d April, at 10 o'clock, a. m.

Final judgment.

And on the 31st March, A. D. 1851, the court rendered a final judgment in this cause, which was entered of record on the minutes, as follows:

R. ANDERSON et als.
vs. } 1883.
MICHAEL BOCK.

By reason of the verdict herein rendered, and of the law and evidence, it is ordered, adjudged, and decreed, that there be judgment in favor of the defendant, Michael Bock, and that plaintiffs' petition be dismissed with costs.

Bill of exceptions, filed April 2d, 1851.

REUBEN ANDERSON et al.
vs.
MICHAEL BOCK.

In the circuit court of the United States, for the eastern district of Louisiana.

Be it remembered, that on the trial of the above entitled cause, the

court was asked by the plaintiffs, by their counsel, Stockton and Steele, to charge the jury that, by the acts of sale, dated 15th October, 1810, from the city of New Orleans, to Slukner and Anderson, the said city transferred to Slukner and Anderson the title and possession of the property, and that neither the title nor the possession thereof can be presumed to be afterwards in the city; but, on the contrary, the city must show by proper evidence that the title and possession again came lawfully into its hands. The court refused to give this instruction to the jury. And the court then proceeded to charge the jury, and did charge the jury, that the act of sale from the said city of New Orleans to John Clay, dated on the 18th day of November, 1816, and the act of sale from said Clay to defendant, dated on the 30th day of January, 1823, were of themselves evidence of possession in the defendant Bock, and his vendor Clay, to support the plea of prescription set up by the defendant. To which instruction the plaintiffs objected, and prayed that it might be withdrawn by the court, but the court insisted on the correctness and legality of said charge; whereupon the plaintiffs excepted [to] such instruction, charge, and ruling of the court, tendered this their bill of exceptions, and prayed the same might be signed, which is done accordingly.

[SEAL.] THEO. H. McCALEB, *U. S. Judge.*

(This act is referred to in the bill of exceptions, on page 7.)

Pardevant nous, Michel de Armas, dument commissioné et autorisé notaire public pour la ville et paroisse de la Nouvelle Orleans, y demeurant, et les témoins ci-après nommés et soussignés. Fut présent Mr. Charles Trudeau, recorder, exerçant les fonction de maire de la Nouvelle Orleans, y demurant, et stipulant en cette qualité.

Lequel a declaré que, par deliberation du conseil de ville de la Nouvelle Orleans, en date du vingt-cinq Juillet de cette année, il a été arrêté que les terrains appartenans à la common de cette ville, qui sont situés à l'extremité sudouest du quarré de cette ville, en deça de la reserve faite en faveur de la compagnie de navigation pour le prolongement du canal, seroient vendus au plus offrant et dernier encherisseur à la charge d'une rente annuelle et perpetuelle à raison de six pour cent sur le capital de la dite rente, et à la charge des autres conditions mentionnées, dans la dite deliberation et notifices au public par les encanteur au moment de l'enchire.

Qu'en vertu de cette déliberation il a été procédé le trente-et-un du mois d'Août de la presente année, à la vente et adjudication des dits terrains en faveur de divers particuliers, et notamment à celles du terrain numero quarante-et-un, en faveur des Sieurs John Sticher et Thomas Anderson, demeurants en cette ville.

Pourquoi le dit seur comparant, en sa qualité susdite, surtout passer a x dits Sieurs John Sticher et Thomas Anderson le titre necessaire à l'effet de les faire jouir du terrain que leur a été ainsi adjugé, a declaré vendre, ceder, quitter, et delaisser, au nom de la corporation de la

Nouvelle Orleans, comme de fait il vend, cede, quitte, et delaisse, par les présents à titre de cens et de rente annuelle et perpetuelle aux dits Sieurs Thomas Sticher et Thomas Anderson, à ce presents et acceptants, acquéreurs solidaires, pour eux, ses heritiers et ayans cause, un terrain d'encoigneure, désigné sous le numero quarante-et-un, ayant soixant pieds de face à la rue de la Douane, borné d'un côté par la rue de Bourgognes dont il est séparé par une de cent dix neuf pieds; de l'autre côté par le terrain numero quarante-deux dont il est séparé d'une ligne metoyenne aussi de cent dix-neuf pieds; et par derriere par une partie du terrain numero quarante-trois, tel qu'il est tracé au plan dressé en double le vingt-cinq Juillet de la presente année, par Sieur Jacques Tanesse, arpenteur et voyer de la ville de la Nouvelle Orleans, un des copies du quel plan est resté déposée au greffe du conseil de ville, et l'autre en l'étude du notaire, soussigné, pour recours; le dit terrain appartenant à la corporation de la Nouvelle Orleans, comme fesant partie des communes dont la propriété a été reconnu et confirmé par une lois du trois Mars de l'année mil huit cent sept, rendue par le Congres des Etats Unis d'Amerique, et est libre de toutes hypotheques, ainsi qu'il resulte du certificat du conservateur des hypotheques en date de ce jour, des quelles hypotheques mon dit sieur vendeur, en sa qualité, guarantit d'ailleurs mes dits sieurs acquereurs ainsi que de tous troubles, evictions, et autres empêchemens quelconques qu'ils pourraient eprouver relativement au dit terrain à eux, ainsi vender pour par eux, leurs hoirs et ayans cause, en jouir, faire et disposer à toujours et en toute propriété comme et de la même manière que la corporation de la Nouvelle Orleans en a jouir jusqu'au jour de la susdite adjudication, et ce sur les conditions suivantes.

La presente vente est faite pour et moyennant la somme de quinze cent quatre-vingt piastres gourdes, que est le prix pour lequel le dit terrain a été adjugé à mes dits sieurs acquereurs, comme il est dit ci-dessus; laquelle somme de quinze cent quatre vingt piastres restera reservée et affecté sur le terrain vendu sans que mes dits sieurs acquereurs puissent être contraints à la payer en quelque temps que ce soit, soit en totalité ou en partie, à la charge pour eux, chacun d'eux seul pour le tout, sans division ni discussion quelconque, à quoi ils remirant de payer entre les mains du tresorier de la corporation de la Nouvelle Orleans, une rente annuelle et perpetuelle de la somme de quatre-vingt quatorze piastres et quatre-vingt cents, en quatre termes egaux de trois mois en trois mois, à partir du jour de la susdite adjudication; et à l'écheance de chaque terme la dite rents formant l'intérêt à six pour cent du prix capital de la presente vente, et en outre à la charge par mes dits sieurs acquereurs de ne pouvoir prétendre à éteindre la dite rente constituée remboursant le capital du prix de la present vente, qu'après vingt neuf ans du jour de la dite adjudication, cette clause étant de riguer, et sans la quelle la presente vent n'auraèt par en lieu; et même apris l'expiration des dites vingt-neuf années mes dits sieurs acquereurs ne pouvaient éteindre la dite vente qu'en remboursant en un entier, et par une seul et même payment, le prix capital de la susdite rente et non partiellement, et pai à compti, et à la charge enfin par mes dits sieurs

acquereurs de ne pouvoir vender, ceder, et retroceder le susdit terrain qu'aux mêmes charges et conditions aux quelles il leur frais entre les mains du tresorier de la corporation de la Nouvelle Orleans, une expedition de l'acte de la vente cession ou retrocession qu'ils feront du susdit terrain dans les six jours à partir de celui de la passation du dit acte; mes dits sieurs acquereurs promettants et s'obligeant en outre dans les six mois à compter du jour de la dite adjudication de faire entourer en murs planches ou pieux debout le dit terrain qui leur est presentment vendu.

Et mes dits sieurs acquéreurs ont declaré accepter la nudete vente et s'obliger à remplir les charges et conditions y apposées; en consequence ils ont déclaré que tant en leur nom que celui de leurs successeurs et ayans cause, ils fodent et constituens par les presentes en faveur de la corporation de la Nouvelle Orleans et de leurs successeurs une rente annuelle et perpetuelle de la somme de quatre-vingt-quatorze piastres et quatre-vingt cents qui a commencer à courir du trente-et-un du mois d'Août, dernier jour de l'adjudication que leur a été fait du terrain sus mentionné, et ce pour l'intérêt à raison de six pour cent de la somme de quinze cent quatre-vingt piastres, formant le prix capital de l'adjudication du susdit terrain, du quel terrain les dits acquéreurs se reconnaissent en due possession, comme leur ayant été délivré dès l'instant de la dite adjudication, renonçant à cet regard aux lois relatives à la tradition et au délai qu'elles accordent pour et prouver qu'elle a été faite, de la même manière que si le dit délai fut expiré.

Au moyen de quoi mes dits sieurs acquéreurs s'obligent, tant pour eux que pour leurs hoirs et ayans cause, à payer entre les mains du tresorier de la corporation de la Nouvelle Orleans la somme de quatre-vingt-quatorze piastres et quatre-vingt cents pour la rente annuelle et perpetuelle par eux constituer, ainsi qu'il est dit ci-dessus et ce en quatre termes, egaux de trois mois en trois mois, qui ont commencé à courir du trente-et-un du mois d'Août, dernier jour de la susdite adjudication, consentant mes dits sieurs acquéreurs dans le cas où ils manqueraient à payer deux termes consecutifs de la dite rente, à perdre tous les droits à leur acquis sur le terrain à eux vendu par les présentes, et a en être deguerpis sur un simple ordre de justra obtenu sur la requicete asseverentie du vendeur ou de ses successieurs en office constatant l'existence de la dette sans prejudice des dommages interets à pretendre dans le cas où le terrain vender eut été déterioré ou fût diminué en valeur.

Et pour la plus grande sureté du payement de la présente rente, et de l'accomplissement des autres obligations contenus au présente acte, mes dits sieurs acquéreurs déclarent hypothèquer specialement le terrain à eux vendu, ainsi que tous les edifices et constructions qui pourraient y être faites, par la seule sans que les dits edifices ou constructions puissent être un obstacle au dégauchissement des acquéreurs ou de ses hoirs ou ayans cause, à defaut de payement de deux termes consecutifs de la dite rente constituée comme il est ci-dessus.

Et dans le cas où mes dits sieurs acquéreurs viendraient à faire cession de biens à leurs créanciers, ou en obtenir terme ou délai, il est con-

venu que le vendeur en sa qualité ne sera pas alors cense les n'avoir transfere la propriété du terrain par lui donné à rente perpetuelle par les presentes, en raison de ce qu'il n'en aurait pas reçu le prix capital ; en consequence mes dits sieurs acquéreurs ne seront considérés en ce cas que comme locataires, ou fermiers, ou possessieurs precaires de la chose, et la corporation de la Nouvelle Orleans sera préferée sur ce terrain à tous les créanciers de l'acquéreurs quelque antérieurs ou privilegiés qu'ils soient, et sera habile à y être réintigrée comme ayant conservé le domaine réel du dit terrain sans prejudice de ses actions relativement aux arrerages échus, ou à l'indemnité que pourrait lui être due pour la deterioration ou moindre value du dit terrain, des quelles actions elle pourra user contre les autres biens des acquéreurs concurrement avec ses autres créanciers. Et il est de plus convenu entre les parties que les dits sieurs acquéreurs supportoient les frais du présent acte, ainsi que le coût du certificat du conservateur des hypothèques copie et inscription des présentes, de même que la quittance et main levée de l'hypothèque que les dits sieurs acquéreurs feront l'amortissement de la susdite rente co-effectuant, ainsi qu'il est ci-dessus stipulé, le payement du prix capital de la susdite rente ensemble avec les arrérages qui seront alors dues, bien intendu que le dit amortissement ne pourra être fait qu'après l'expiration des vingt-neuf années ci-dessus déterminées. Et pour l'execution des présentes les dits sieurs constituants ont élus leurs domiciles irrevocables et perpetuels en cette ville de la Nouvelle Orleans, en leur demesne ; au quel lieu, &c., nonobstant, &c., promettant, &c., obligeant, &c., renonçant, &c. Dont acte.

Fait et passé à la Nouvelle Orleans, en l'étude de nous, notaire, le quinzième jour de mois d'Octobre, de l'année mil huit cent dix, trente-cinquième de l'indépendence Americaine, en présence des sieurs Jean François Crevon et Jean Baptiste Gregorie Haron, tous deux témoins requis et domiciliés en cette ville, lesquels ont, ainsi que les parties, signé avec nous, notaire, après lecture fait.

(L'original signé,) Charles Trudeau, R'r John Sticher, Thomas Anderson, Veron J. F. Crevon.

MICHEL DE ARMAS, *Not. pub.*

I, John Claiborne, a notary public, duly commissioned and sworn, in and for the parish of New Orleans, do certify, that the foregoing is a true copy of the original act deposited with the records of Michel de Armas, formerly a notary public in this city, and which are now in my custody.

In faith whereof I grant these presents, under my hand and seal of office, at New Orleans, this eighteenth day of December, 1850.

[SEAL.]

JOHN CLAIBORNE, *Not. Pub.*

Act referred to in bill of exceptions, on page 7.

Pardevant Michel de Armas, notaire public, à la résidence de la

Nouvelle Orleans, Etat de la Louisiane, Etat Unis d'Amerique, et en présence des témoins ci-après nommée et soussignés. Fut présent l'honorable Augusten Macarty, maire de la ville de la Nouvelle Orleans, y demeurant et stipulant en cette qualité. Lequel a, par ces présentes, déclaré que, par déliberation du conseil de ville de la Nouvelle Orleans, en date du trente Septembre, de la présent année, dûment approuvée, il a été arrêté, que les terrains invendus, appartenant à la dite corporation seraient vendue au plus offrant et dernier enchérrisseur, à un, deux, et trois ans de terme, avec billets endorses à la satisfaction du dit sieur comparant et hypothèqué speciale jusqu'à parfait payement, et que les frais de vente seraient à la charge de l'acquereur; qu'en vertu de cette deliberation, et après les publications d'usage voulues par la loi et insérrées dans les papiers publics, il a été procédé le onze de Novembre, de la presente année, par le ministère du sieur Juillet, encanteur en cette de divers et notamment des terrains numeros quarante-un, quarante-deux, cinquante, et cinquante-un, en faveur du sieur John Clay, demeurant en cette ville. C'est pour quoi le dit sieur comparant, en sa qualité, voulant passer au dit sieur John Clay le titre nécessaire, à l'effet de le faire jouir en toute propriété des terrains qui lui ont été ainsi adjugés, a déclaré vendre, céder, délaisser, et transporter, dès le jour de la dite adjudication et à toujours, au nom de la dite corporation, comme par les présentes il vend, céde, délaisse, et transporte, avec garantie de tous troubles, dons, dettes, hypothèques, evictions, alienations, et de tous autres empêchemens generalement quelconques:

Au sieur John Clay, demeurant en cette ville, à ce présent et acceptant, et acquereur pour lui, ses héritiers et ayans cause, quatre terrains dependans de cense appartenant à la corporation de cette ville, situés dans le sudouest du Duane de cette ville, et designés sous les numeros quarante-un, quarante-deux, cinquante, et cinquante-un; le terrain numero quarante-un, faisant encoignure, et ayant soixante pieds de face à la rue de la Douane, sur cent dix neuf pieds de face à la rue Douane Bourgogne; le terrain numero quarante-deux, ayant soixante pieds de face à la rue de la Douane, sur cent dix-neuf pieds de profondeur; le numero cinquante, ayant soixante pieds de face à la dite rue de la Douane, sur cent dix-neuf pieds de profondeur; et le numero cinquante-un, ayant soixante pieds de face à la susdite rue de la Douane, sur cent dix-neuf pieds de profondeur; les dits quatre terrains atterrains les uns aux autres, et tels qu'ils sont tracés au plan dressé le seize du mois Octobre, de la présente année, par le sieur Jacques Tanesse, arpenteur et voyer de la ville de la Nouvelle Orleans, un double du quel plan bien comm'r de l'acquéreur a été déposé pour recours en l'étude du notaire soussigné, par acte en date du quatorze de Novembre de la présent année. La présente vente est faite pour et moyennant la somme de deux mille quatre cents piastres; savoir, huit cents piastres pour le terrain numero quarante-un, six cents piastres pour le terrain numero quarante-deux, cinq cents piastres pour le terrain numero cinquante, et cinq cents piastres pour le terrain numero cinquante-un; laquelle somme totale de deux mille quatre cents

piastres conformément aux clauses de son adjudication, le sieur acquereur promet et s'oblige de payer à la dite corporation, et pour elle entre les mains de sur-tresorier, un tiers dans un an, un tiers dans deux ans, et un tiers dans trois ans, le tout à partir du onze du present mois, jour de la dite adjudication; à l'effet de quoi il a fourni tout presentement à l'honorable maire és qualités ses trois billets par lui souscrits, à l'order du sieur John Poultney, par qui ils sont endossés en date du onze du courant, chacun de la somme de huit cents piastres, et payable aux epoques surfixées, lesquels trois billets après avoir été paraphés ne varietur par le notaire soussignà ont été de suite par lui remis au sieur vendeur, és qualités reconnait avec décharge de droit. Et à la sureté de l'exact payement de tous et un chacun les billets ci-dessus, et à leurs échéances respectives, le dit sieur Clay a déclaré affecter et hypothequer specialement en faveur de la corporation de cette ville, ci-acceptant pour elle, le dit sieur venduer és qualités, les quatre terrains par lui présentement acquis, ainsi que toutes les ameliorations et constructions que pourraient y être faites, et ce jusqu'á parfait payement d'acensi:

Au moyen de ce que dessus et payes, que soient les dits billets à leurs écheance, le sieur vendeur au nom de la dite corporation a déclaré céder et transporter au sieur acquereur tous les droits de propriété qu'a et peut avoir la dite corporation, sur les quatre terrains présentement vendus, pour par le sieur acquereur que s'en reconnait en bonne et due possession, depuis le jour de la dite adjudication, en jouir faire et disposer en toute propriété comme de chose lui bien legitimement appartenant, et en vertu des présentes. D'après le certificat du conservateur des hypothèques en cette ville, en date du seize courant, il n'y point d'hypothqèue inscrité contre la corporation de cette ville sur les terrains présentement vendus.

Dont acte, fait et passé à la Nouvelle Orléans en l'ètude le dix-huit Novembre de l' année mil huit cent seize, et la quarante-unième de la indépendance Americaine, en présence des Sieurs Felix de Armas et Benoit Pignon, témoins sur ce réquis exprés et domiciliés en cette ville, qui après lecture faite, ont signé avec les parties, et le notaire soussigné.

La minute est signé.

AUG. MACARTY, *Maire.*
JOHN CLAY,
BT. PIGNON,
FELIX D. ARMAS,
MICHEL DE ARMAS, *Not. Pub.*

Je, soussigné, Lucien Hermann, notaire public, dûment commissioné, dans et pour la paroisse d'Orleans, Etat de la Louisiane, certifie, que ce qui precède est une copie fidele de la minute, restre deposer parmi les archives de feu Michel de Armas, notaire, et dont je suis maintenant le dépositaire.

En foi de quoi j'ai delivré le présent certificat de ma main, et scellé du sceau de mon étude à la Nouvelle Orleans, ce dix-neuf Fevrier, mil huit cent cinquante.

LN. HERMANN, *Not. Pub.*

Act referred to in bill of exceptions on page seven.

STATE OF LOUISIANA,
City of New Orleans.

Be it known that this day, before me, Grenberry Riedgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally appeared John Clay, of this city, merchant, who declared that he does by these presents grant, bargain, sell, and convey, unto Michael Bock, also of this city, and to his heirs and assigns forever, a certain portion of ground situated at the northern corner of Custom-house and Burgundy streets, in this city, measuring eighty feet front on Custom-house, by one hundred and twenty deep on Burgundy street, French measure, be the same more or less; bounded on the western side by a lot sold by said John Clay to Evariste Blanc, by act passed before me, notary, on the 27th March, 1822, to the margin of which act is attached a plan of said property, on which plan the portion hereby sold and convey[ed] is designated by the numbers one, two, and seven, and which property belongs to the said John Clay, as having been purchased by him of the corporation of this city, by act passed before Michael de Armas, esq., notary public of this city, dated the 18th November, 1816, which purchase being of four lots designated on the plan made for the corporation, and deposited in the office of said notary, as numbers forty-one, forty-two, fifty, and fifty-one; and the said portion, hereby conveyed, is declared and warranted free from all debts, liens, or incumbrances, except so far as the same may be effected by the general mortgage which the said John Clay consented to, jointly with Martin Duralde and Soneat Dufossat, for the sum of forty thousand dollars, being the security of the said Duralde, as conservator of mortgages for this State; as it also appears from the certificate of the said conservator of mortgages, dated this day, and exhibited to the parties before the signing hereof. To have and to hold the said property, together with all the rights, privileges, commodities, improvements, and appurtenances, unto the said Michael Bock, his heirs and assigns, to his and their only proper use and behoof forever. And the said John Clay, for himself and his heirs, shall and will warrant, guarantee, and forever defend the said portion of ground, with the rights and appurtenances aforesaid, unto the said Michael Bock, his heirs and assigns, against all and every person or persons whomsoever, and claims whatsoever, by the[se] presents, particularly against the effect of the said general mortgage.

This sale is made for and in consideration of the sum of twenty-three hundred dollars, fifteen hundred dollars of which is payable in cash, two hundred dollars in a note at four months, and six hundred dollars in a note at eight months; the said notes secured by a mortgage on the premises. And the said Michael Bock being also [present] declared that he accepts this act of sale and conveyance, is in possession of the said property, and contented therewith; and conformable to the terms above recited, the said Michael Bock did pay unto the said

vendor the aforesaid sum of fifteen hundred dollars in cash, in the presence of me, the notary, and the subscribing witnesses; did make and deliver to said vendor his two promissory notes, dated this day, one for the sum of two hundred dollars, payable at the expiration of four months, and the other for the sum of six hundred dollars, payable at the expiration of eight months, from date, to the order of said vendor, which notes are identified herewith by me, notary, and receipt thereof, and said cash is hereby acknowledged by said vendor; and to secure the true and perfect payment of said notes, at the falling due thereof respectively, the said Michael Bock does hereby mortgage the said portion of ground, hereby sold and conveyed unto the said John Clay, his heirs and assigns. Thus done and passed at New Orleans aforesaid, this thirtieth day of January, in the year one thousand eight hundred and twenty-three, in presence of Samuel H. Turner and Hugh K. Gordon, witnesses, who hereunto sign their names with the parties and me, notary.

Signed, JOHN CLAY,
ML. BOCK,
HU. K. GORDON,
SAML. H. TURNER.
G. R. STRINGER, *Not. Pub.*

I certify the foregoing to be a true copy of the original extract in my current register; in faith whereof I grant these presents under [SEAL.] my signature and seal of office, this 6th February, 1823.
G. R. STRINGER, *Not. Pub.*

Bill of exceptions, filed 2d April, 1851, as of 31st March, 1851, nunc pro tunc.

REUBEN ANDERSON et al.
vs.
MICHAEL BOCK.

In the circuit court of the United States, for eastern dist. of Louisiana.

Be it remembered, that on the trial of the above entitled suit, after hearing evidence and argument of counsel, the judge proceeding to charge the jury, stated to the jury that it was his opinion that under the written proofs and law of the case, the defence of prescription set up by the defendant must prevail; to which expression of opinion by the court the plaintiffs, by their counsel, Stockton and Steel, objected, and prayed that it might be recalled by the judge; but the judge refused to recall it, believing and ruling that he had a right to express such opinion to the jury on written proof; to all which expression of opinion by the judge to the jury, and the ruling the same to be lawful, and refusing to recal or withdraw the same, the plaintiffs, by their said counsel, excepted; tendered this their bill of exception to the same, and prayed that it might be signed, which is done accordingly.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

And afterwards, to wit, on the 4th day of April, A. D. 1851, the final judgment rendered in this cause was entered of record in the judgment docket, signed as follows:

NEW ORLEANS, *Monday, 31st March*, 1851.

Court met pursuant to adjournment. Present, hon. Theo. H. McCaleb, district judge. Absent, hon. J. McKinley, presiding judge.

REUBEN ANDERSON et als.
vs.
MICHAEL BOCK. } 1883.

By reason of the verdict herein rendered, and of the law and the evidence, it is ordered, adjudged, and decreed, that there be final judgment in favor of the defendant, Michael Bock; and that plaintiffs' petition be dismissed with costs. Judgment rendered 31st March, 1851, and signed 4th April, 1851.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

Petition for writ of error, filed 24th October, 1851.

To the honorable the judges of the United States fifth circuit court, held for the eastern district of Louisiana, in the city of New Orleans.

The petition of the plaintiffs, in the suit of Reuben Anderson et al. vs. Michael Bock, most respectfully shows, that they are advised there is error in the final judgment rendered by this honorable court against them disallowing their claim against the said Bock for the property sued for, and condemning them, your petitioners, to pay all costs of suit; and that said errors are remediable only by writ of error, &c., to take the same to the Supreme Court of the United States. Wherefore your petitioners pray for an order for a writ of error to take said matters before the Supreme Court of the United States at Washington, according to law; and that said writ be made returnable into said Supreme Court on the first Monday of December, 1851; that said defendant be cited to appear in said Supreme Court; pray for general relief, and as in duty, &c.

STOCKTON & STEEL,
Att'ys and counsel for plaintiffs.

Order endorsed on the above petition.

Let the writ issue as prayed, on plaintiffs' furnishing bond in the sum of five hundred dollars, with good and solvent security. 24th October, 1851.

THEO. H. McCALEB,
U. S. Judge.

United States of America, circuit court of the United States, fifth circuit and eastern district of Louisiana.

Clerk's office. I, John W. Gurley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do hereby certify, that the forgoing nineteen pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had on the trial in the case of Reuben Anderson et als. vs. Michael Bock, No. 1883 of the docket, so far as the same now remain of record or on file in said court.

[L. S.] Witness my hand and the seal of said court, at the city of New Orleans, this 26th day of November, A. D. 1851.

J. W. GURLEY, *Clerk.*

I, Theodore H. McCaleb, United States judge, for the eastern district of Louisiana, do hereby certify, that John W. Gurley, whose name is signed to the above certificate as clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand and seal, at the city of New Orleans, in said district, this 26th day of November, A. D. 1851.

THEO. H. McCALEB. [SEAL.]

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the honorable the judges of the circuit court of the United States, in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between Reuben Anderson et als. and Michael Bock, a manifest error hath happened, to the great damage of the said Reuben Anderson et als., as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Su-

preme Court of the United States, this 25th of November, in the year of our Lord one thousand eight hundred and fifty-one.

J. W. GURLEY,
Clerk of the United States circuit court, and eastern district of Louisiana.

The United States of America, to Michael Bock, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, wherein Reuben Anderson et als. are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

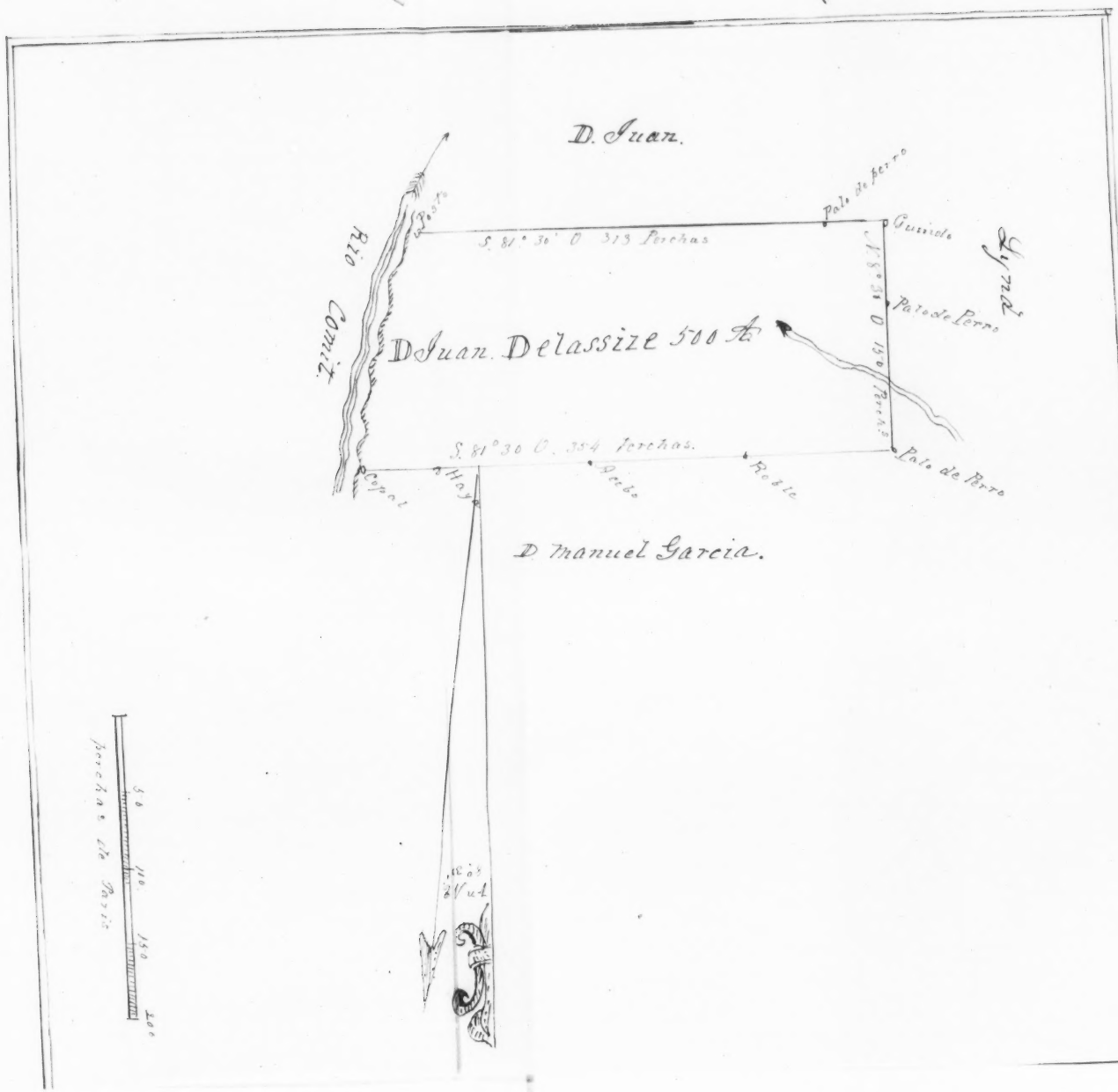
Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this twenty-fifth day of November, in the year of our Lord one thousand eight hundred and fifty-one.

THEO. H. McCALEB,
U. S. Judge.

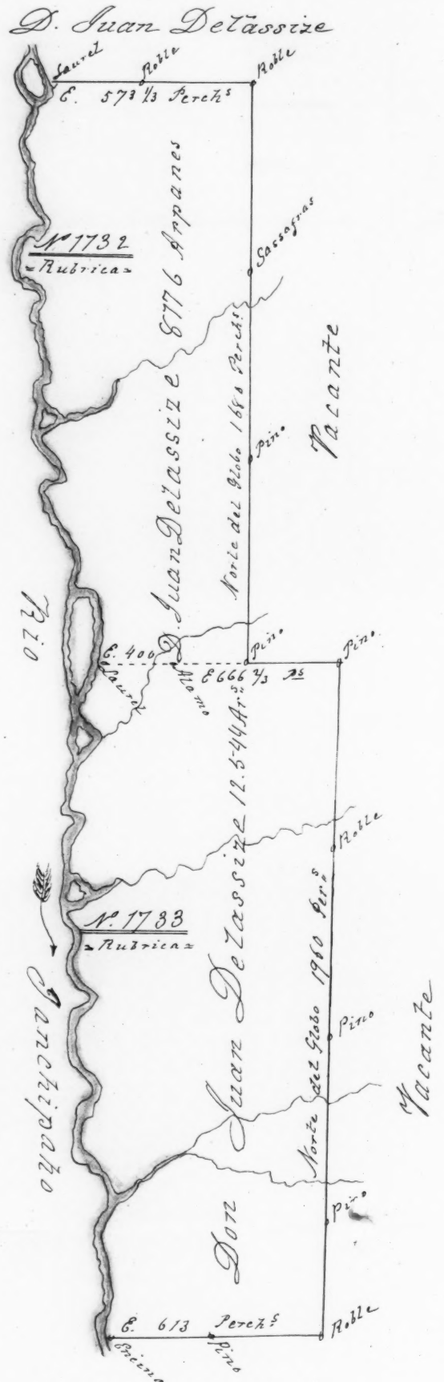
Marshal's return.

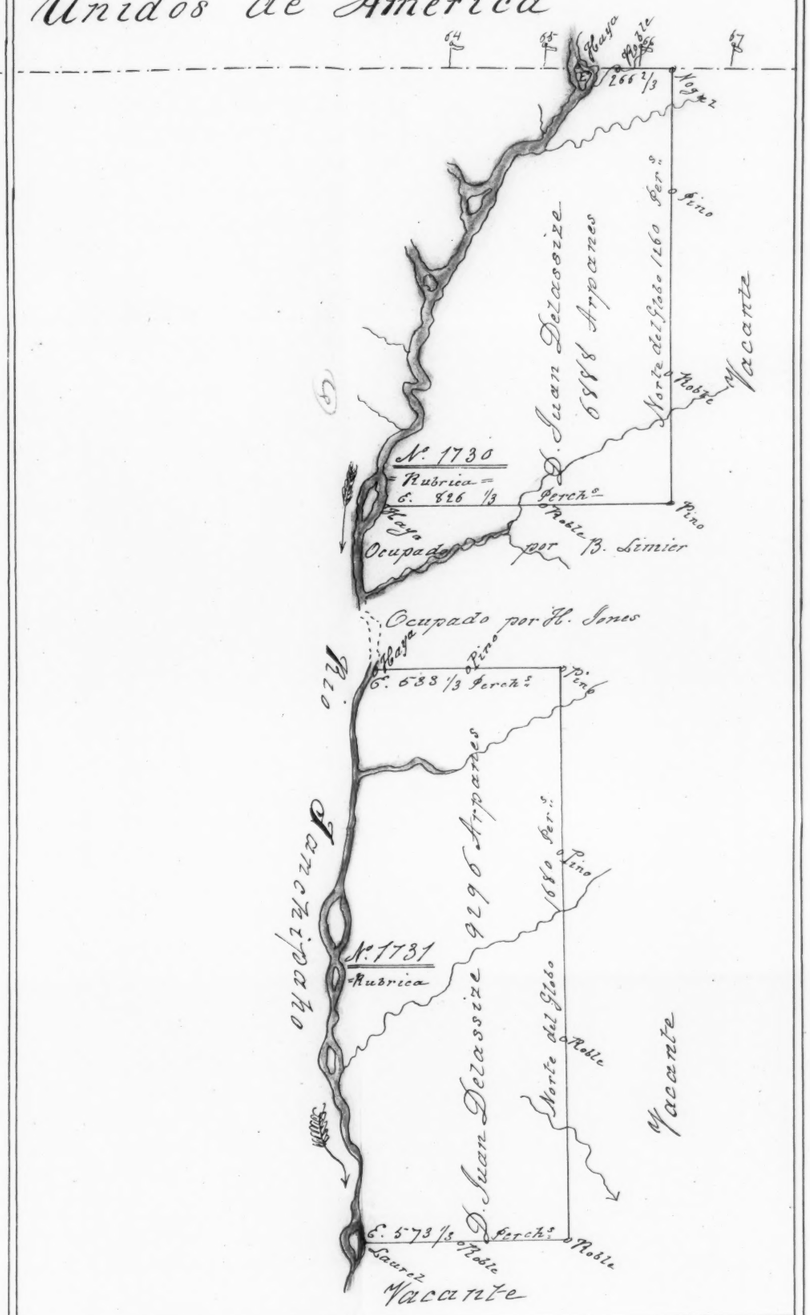
Received November 25th, 1851, and on the 26th November, 1851, served copy of the within citation in error on Michael Bock, personally, in New Orleans; returned November 26, 1851.

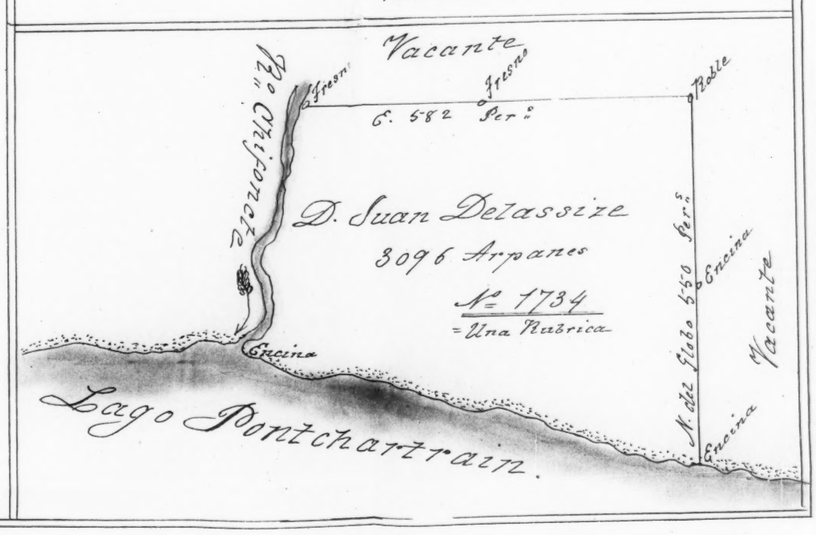
WILLIAM S. SATT, *U. S. M.*
By CHARLES A. LABUZAN,
U. S. Dy. Marshal.


D. Juan.
Rio Cornix
Roble
S. 81° 30' O. 313 Perchas
Palo de Perro
Guayacan
Lynds
N. 8° 30' O. 190 Perchas
Palo de Perro
D Juan. Delassize 500 Ac.
S. 81° 30 O. 354 Perchas.
Palo de Perro
Roble
Roble
Copal
Hay
D. Manuel Garcia.
Escala de 1/2 Pulg.
50
100
150
200

Territorio de los Estados Unidos de America

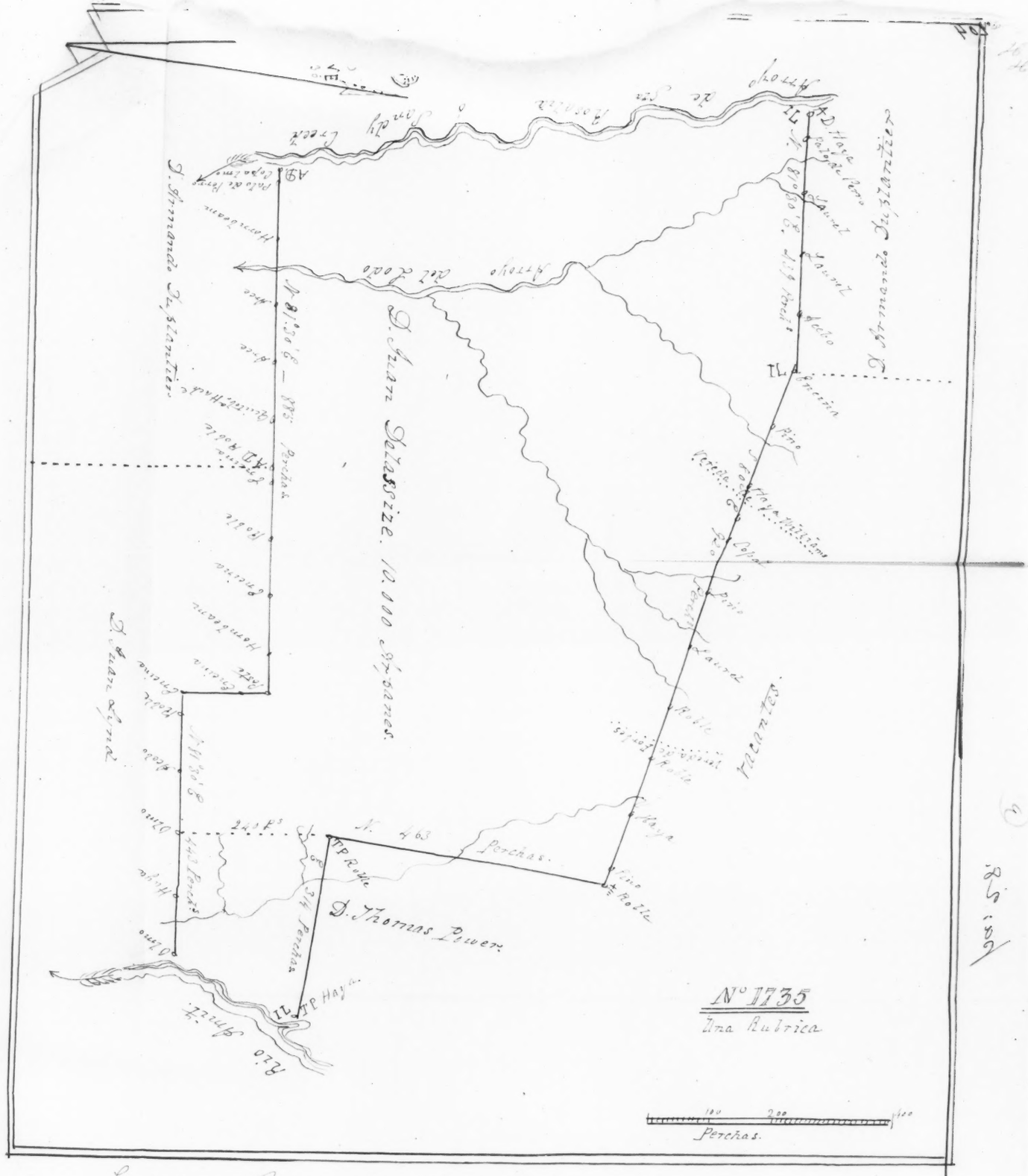






Lib. D. Nº 4. fol. 124 = Es copia Panzacola 20 de Noviembre de 816 =

(Signed) Vicente Sebas.n Pintado.



Es copia Panzacola 19 de Noviembre de 1816.

Lib. D. Nº 4. fol 125

(signed) Vicente Sebas.n Pintado

Dn Vicente Sebastian

(Marked) "B"

R 12 | R 11

Fourth Meridian
Tar. 30 S

T 8 / T 7

S 81° E 4 82.00 Chs

S 82° E 4 82.50

T 11 R 10

240 Chs

237.50 Chs

242.50 Chs

T 8 / T 7

Township North Range 10 West

T 6 N. R. 10 W

Scale 1 Mile to an Inch

N 1° E. 960

T 7 / T 6

Heirs of Wm Barrow deceased 229.84 100 Acres

Samuel Smith

Thomas McCall

David McCall

Heirs of Edward McCarty 303.22 96.4 100 Acres

Boyce Hooten

Bayou

St Hase

Bayou Lanana

AIRPORT

Heirs of Edward McCarty

Road leading from Natchitoches to Gates Ferry on the SABINE.

Bayou Negrete

Heirs of Samuel Lacoste 1st 213.24 100 Acres

N 81° W 960 Chs.

T 6 / T 5

R 13 | R 12

R 12 | R 11

T 11 R 10

3.90 W 40 Chs

T 6 / T 5

240 Chs

Marked "C"

N.75°E

R.15 R.14 R.13 R.12

T.11 S.

Samuel Smith

David M. Frall

Thomas H. Patterson

Heirs of Edward Murkey No 3 17867 Acres

Archibald McIntyre & Henry Yates No 2 19635 Acres

Heirs of Samuel Davenport No. 1 19413 Acres

Sabine River

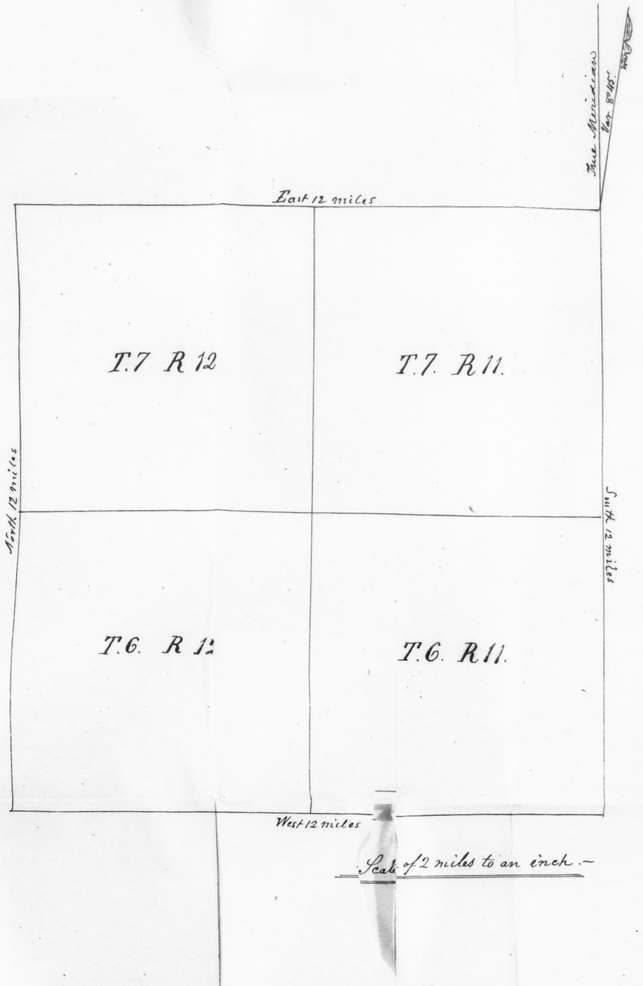
Meridian of Natchez

Scale of 1 Mile to an Inch.

S.75°W 1450 Link Chains

N.15° W 1449 25/100 Chains

No. 4



Scale of 2 miles to an inch.—

The above plat represents the Situation of the Lanarra tract comprising Townships 6 & 7 Rs 11 & 10 West. District South of Red River La.

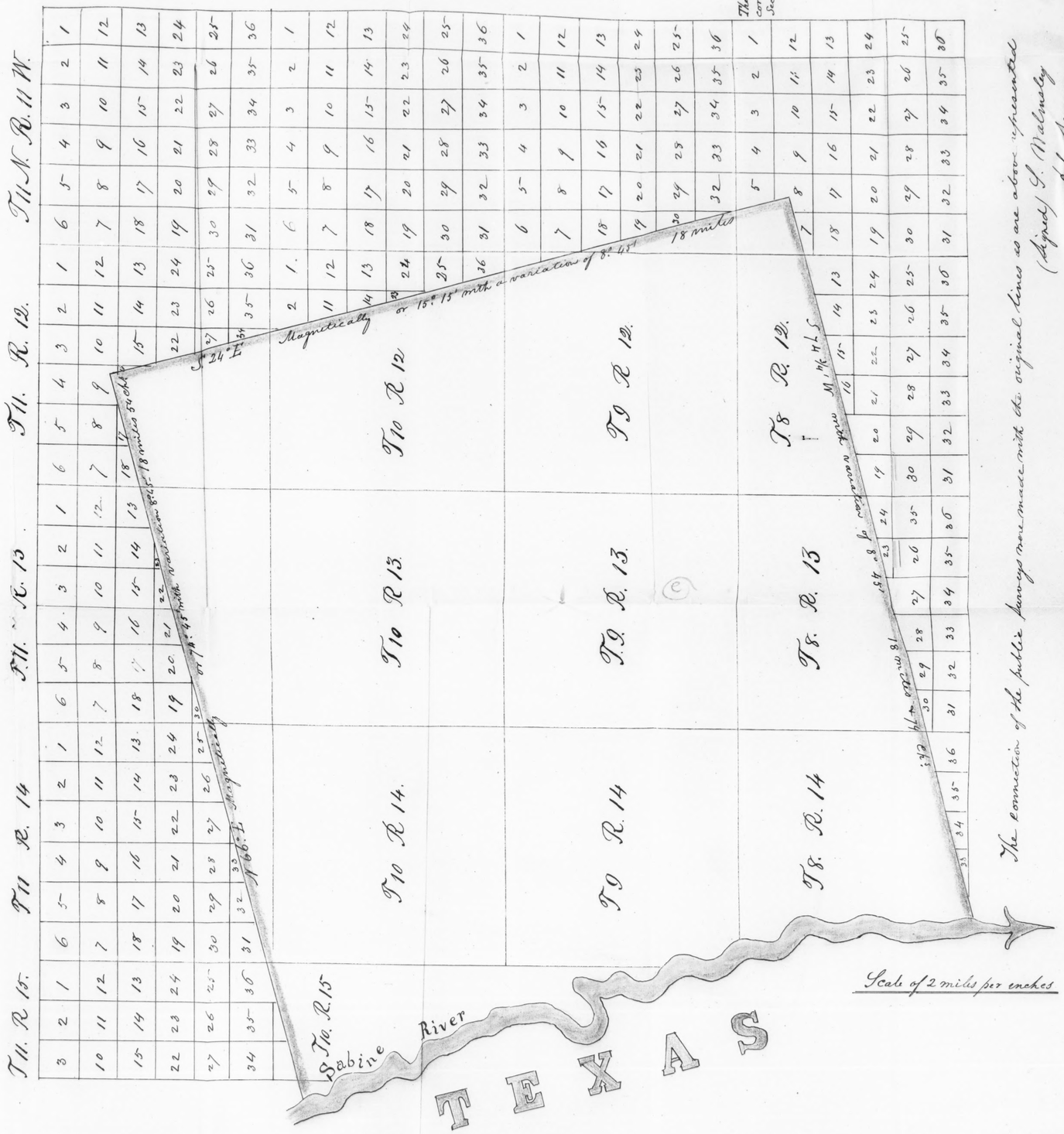
Examined Dec. 28th 1838.

Signed/ George S. Walmsley
U. S. Deputy Surveyor.

Note: The above was ascertained by finding the corner, being corner to Townships 6 & 7 Ranges 11 & 12.

(Signed/ George S. Walmsley —
Deputy Surveyor.—

No. 3


T11. R. 12.
T11 N. R. 11 W.
The land took comes in on Sec 8 T 8 R 11 W.
S 24° E
Magnetically or 15° 15' with a variation of 9° 45'
18 miles
T11. R. 13.
T11 R. 14
T11. R. 15.
T10 R 12
T10 R 13.
T10 R 14.
T9 R 12.
T9. R. 13.
T9 R. 14
T8. R. 12.
T8. R. 13
T8. R. 14
N. 74° W. 8 miles
N. 81° W. 18 miles
N. 74° W. 8 miles
N. 81° W. 18 miles
T10. R 15
Sabine River
TEXAS
The connection of the public surveys made with the original lines as are above represented
(Signed) G. Walmsley
Dep. Surveyor.

Scale of 2 miles per inches

The above diagram represents the Situation of the Oremegas tract and the intersection with the public lines. The boundaries of the above tract were run originally with no variation of the compass though reported 9° 30'

January 4th 1839.

(Signed) George S. Walmsley
U. S. Deputy Surveyor.—

Distrito X de Yberri.

Tierras de Dn. Juan Antonio Bernardo Dauterive, Situadas en la Ensenada de los Bayagoulas, y medidas y alindadas el dia 12 de Marzo de 1772 años.

44 arpanes y 2 Toesas de Frente al rio, abriendo ó ensanchandose de 90 grados hacia el Fondo.

Pedazo de 20 arpanes de frente concedido al interesado por su Exc: el Exmo Señor Conde de O'Reylly à cuya cantidad p. los motivos expresados en la certificacion q.e Sigue, se han agregado otros cuatro arpanes con dos Toesas, componiendo en totalidad veinte y cuatro arpanes y dos toesas que de una linea punteada a otra abren de veinte grados hacia el fondo.

24 Arpanes 2 Toesas.

Otro pedazo de 20 arpanes concedido provisionalmente al interesado p. su Sria al Sr. Gov.r Gral Dn. Luis de Unzaga y Amezaga inmediato y mas arriba de la concesion otorgada p. D. Alej.o O. Reilly cuyo troso ensancha tambien de 20 grados hacia su fondo.

20 Arpanes.

Luisiana
margen derecha del Rio.

Vicente Delphino
6 Arpanes

Triangulo de cincuenta grados de obertura q.e resulta à favor del interesado por el abatimiento de la linea negra que ----- yen cuya se han elevado los lindros.

Dorsal dirigido en la certificacion q.e Sigue.

Ant.o Maria Dorsal interesado en ---- de q.e por los motivos expresados ---- hasta ---- de 50 grados para colindar con el ---- hacia el Sud Oeste con adversion [illegible] determinado para ---- Sur Oeste 45 grados hasta encontrar los tirros del Oeste con otra direccion que ha dado la linea punteada a que Ortiz q.e ha dado el rumbo de

No. 235 de Sto Domingo

Luisiana

Año de 1772

Distrito de Iberille

Finca de Vicente Delpeño medida y alinada
el dia 14 de Febrero de 1772 años

Margen derecha del Rio

6 Arpanes de frente al Rio con ambos linderos paralelos

Bayu Braillon. 6 id

Bayu Braillon entra en este Rio con el nombre de Vacia Delpeño

Bayu Braillon dirijido en proprendicular con el

Bayu Colorado que es el mismo que dejo el Mariscal de Campo D. Alexo Fuentes de orden del Rey Nro Señor para la separacion de la finca de Mr. Fauchier de la de Vicente Delpeño y Socios dirijidos en proprendicular al Rio hasta profundizar

D.n Alexo Fuentes

Linea de medimiento paralelos entrambas y perpendiculares
de la izquierda, de la derecha esta es a la de los dos terminos A y B.

1 a: 6 t: 2 pc

2 a: 10 t: 2 pc

3 a: 19 t: 2 pc

grueso cop palmo

Mississipy

Rio S.ta Luis

DISTRICT d' IBERVILLE

1 r AVRIL 1805

MISSISSIPPI

Rive droite

PIERRE JOSEPH LANDRY

CHARLES BRAUD

LOUIS BRAUD

40 ar.

40 ar.

S. 32° 30' O.

S. 47° 0.

G

I

F

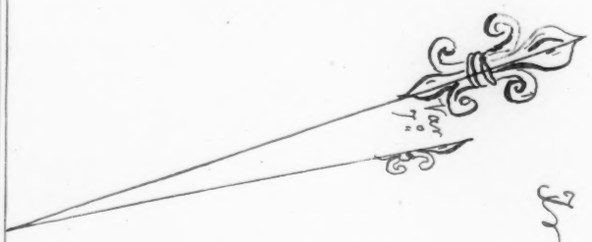
H

2 ar. 15 p. 67 p.

1 2 3 6 arp.

MISSISSIPPI

235 Book folios 83 & 84
S is Soulier vie's Lease



Luisiana

Distrito de Iberville

Año de 1796

N°. 762.

Francisco Xavier Bourdeau

N. 86° 18' E.

Juan LeBlanc 333 Arpts. 2/5 Pois 22½ Pds. Quadrados

N. 77° 18' E.

Simon LeBlanc

10 20 30 40 50 Cadenas

d

c

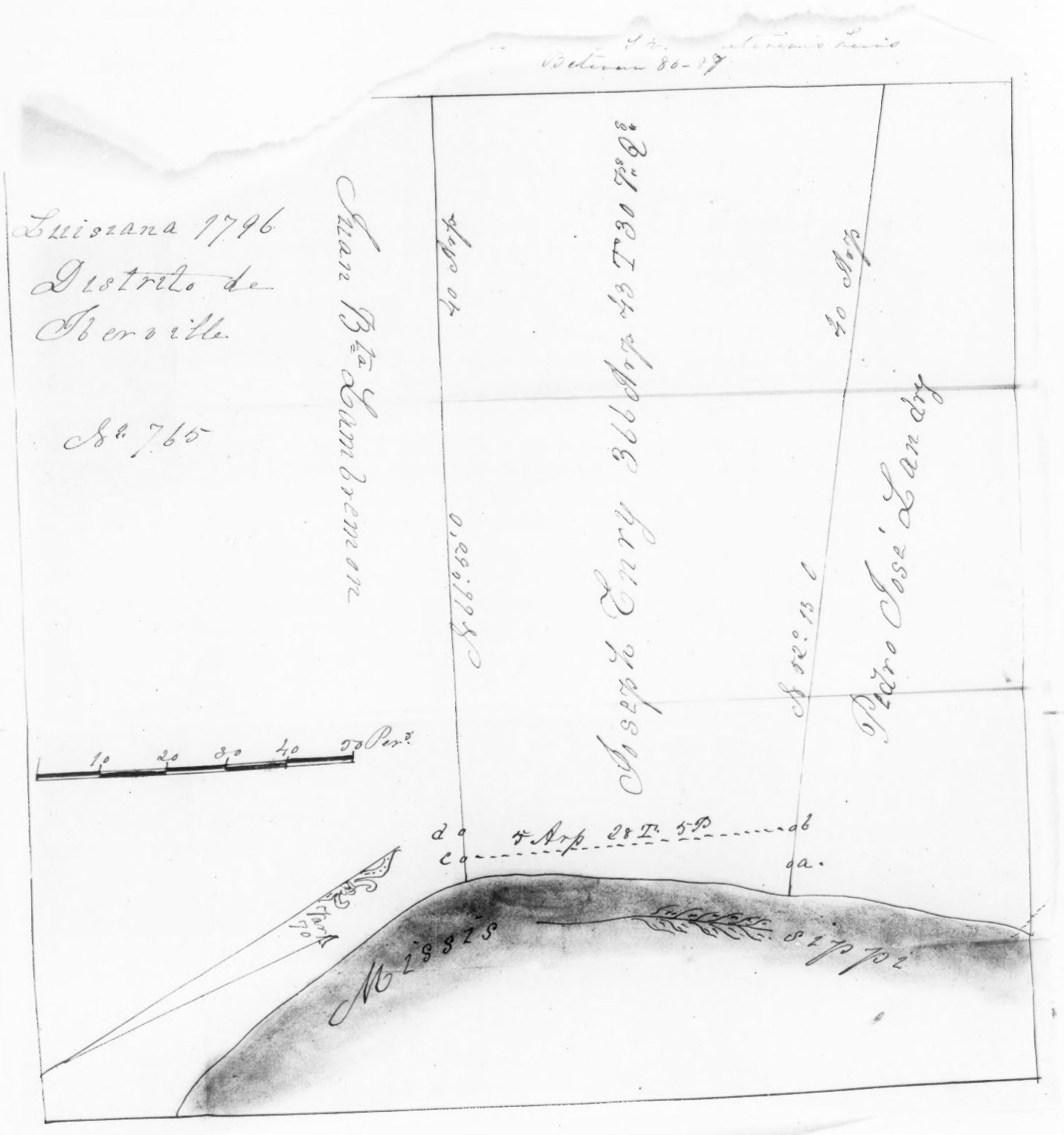
5 ar. 1. tri. 2 pies 6 pds.

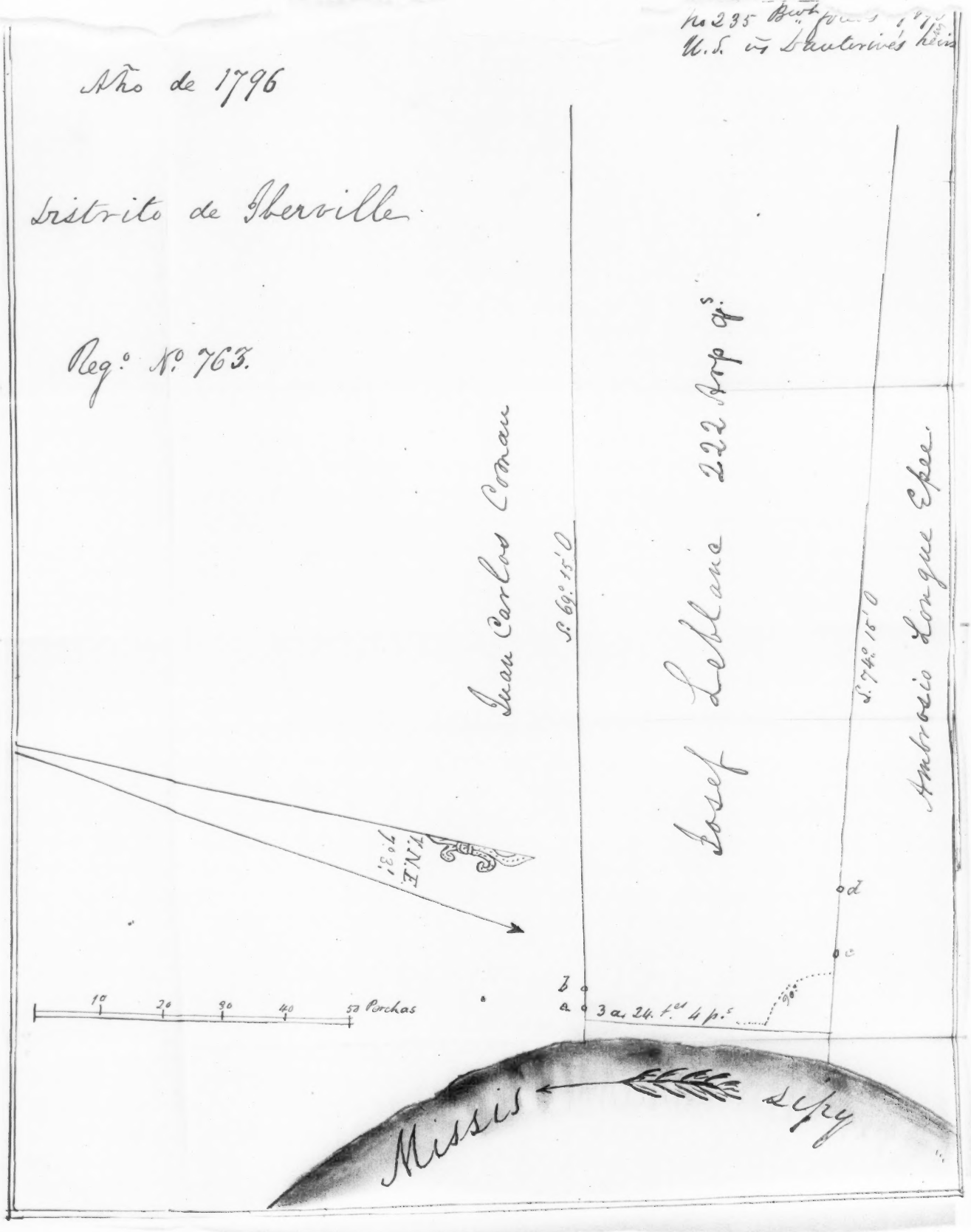
b

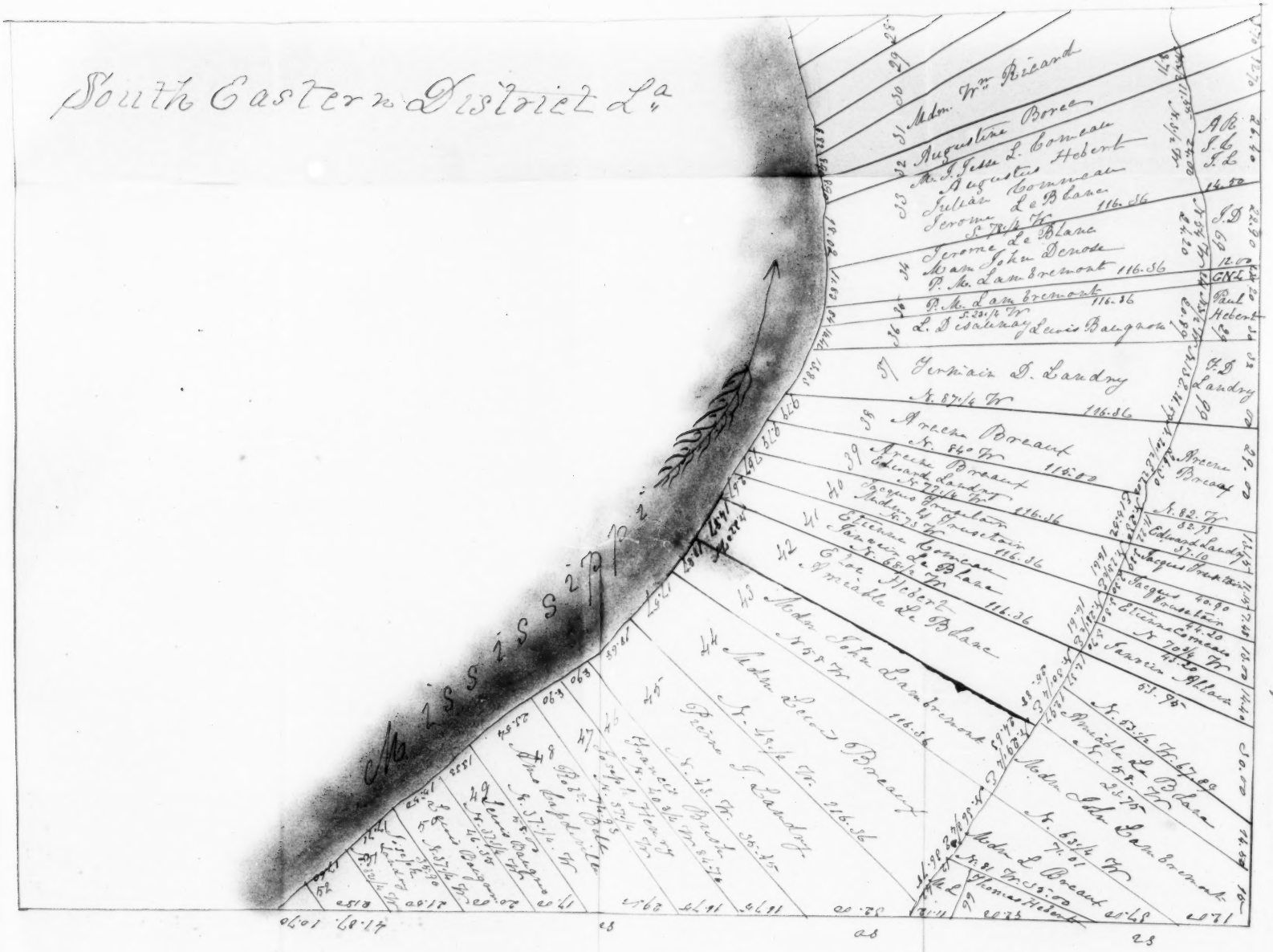
a

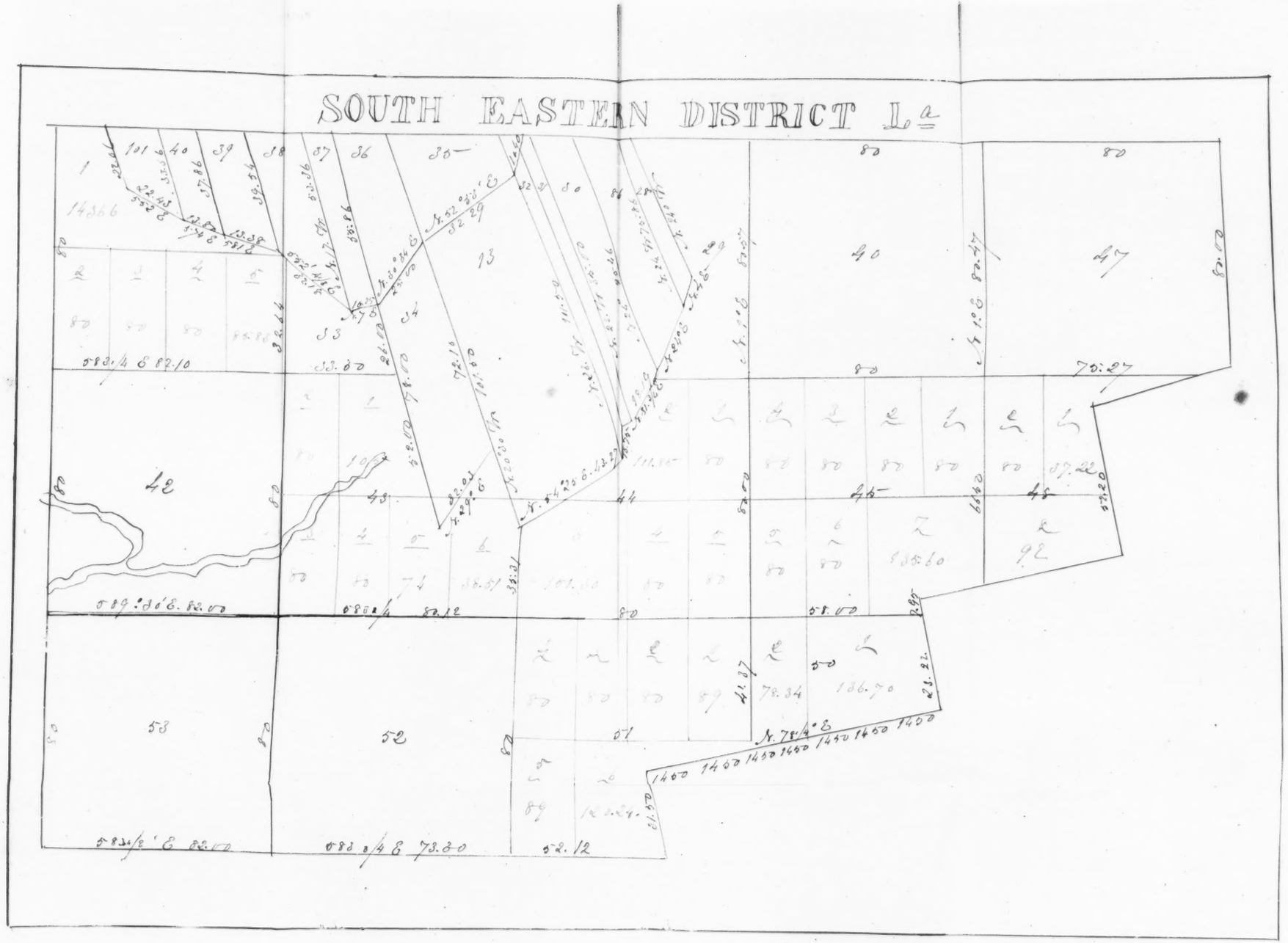
Missis Sipi

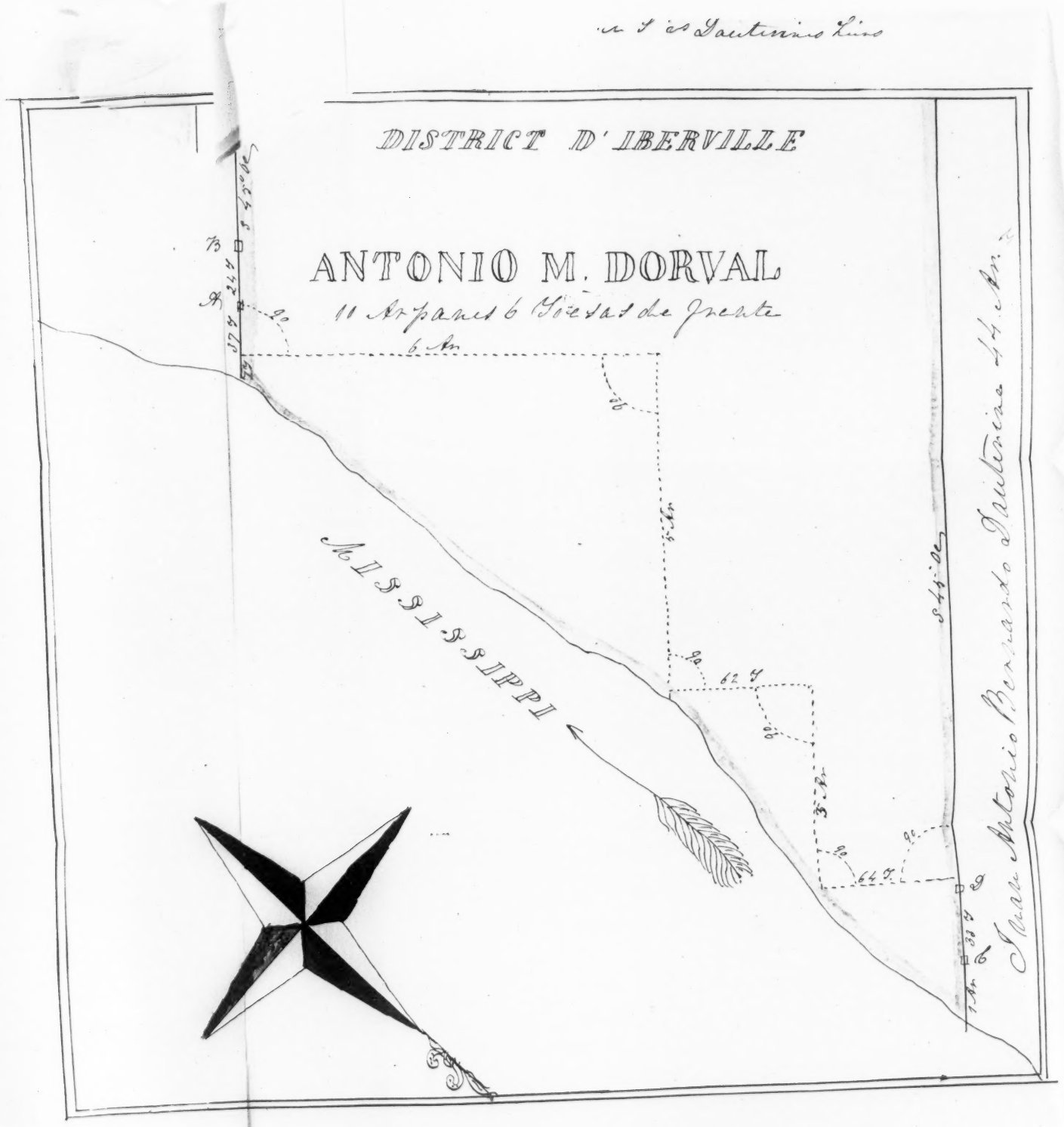
PIERRE JOSEPH LANDRY
Rivière Mississippi
G
F
8 arp. 18 pi. 6 pc.
N. 50° 30' Oe
40 arp.
CHARLES BRAUD
H
I
N. 47° Oe
40 arp.
LOUIS BRAUD
DISTRICT de IBERVILLE
1er AVRIL 1806
Mississippi
Rivière Manchac
1
2
3
6 arp.

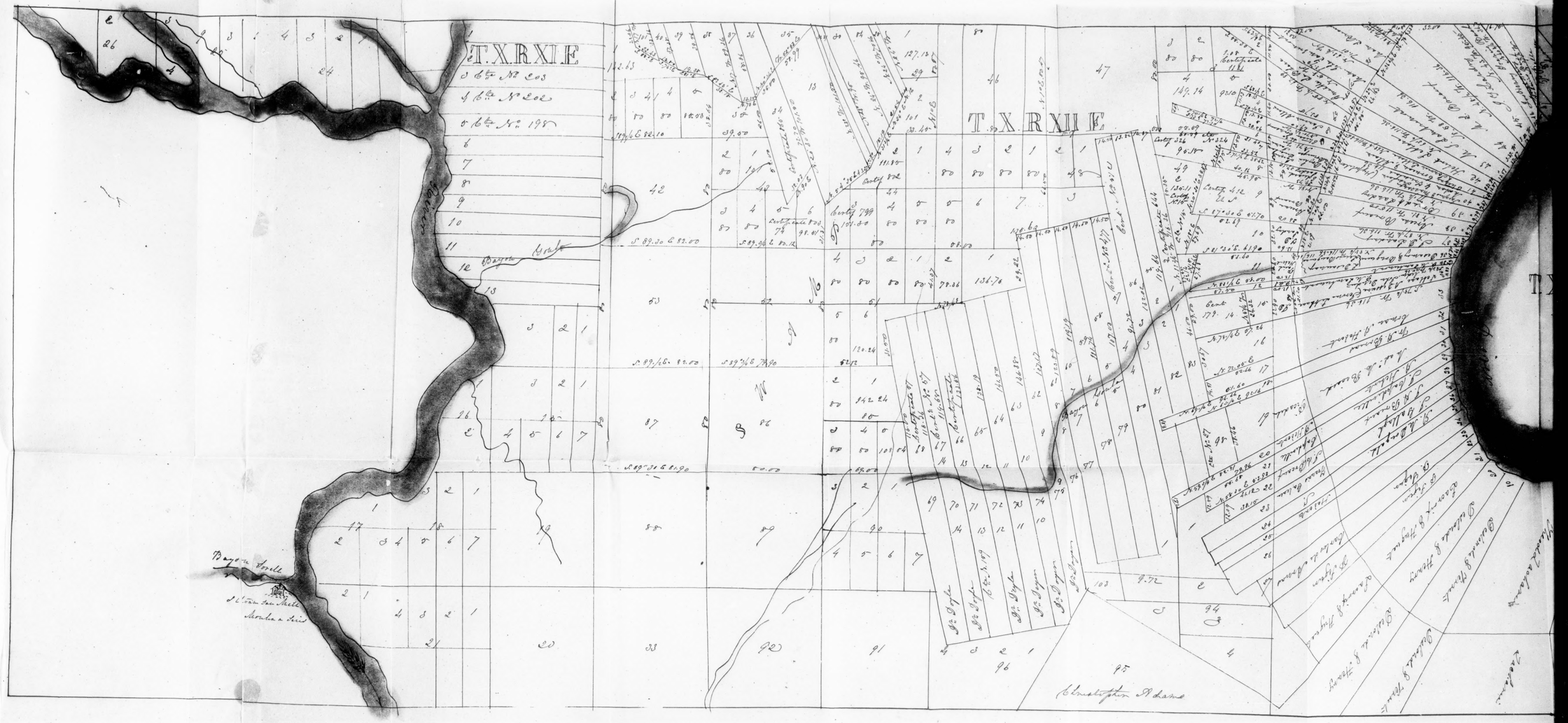

Luiziana 1796
Distrito de
Iberville
No. 765
Juan Bte. Lambremont
Joseph Cruzy 366 Arp. 28 T. 30 P. 8
Pedro Cosse, Landry
Arp. 20
Arp. 20
S 52° 15 E
S 26° 30 E
Arp. 40
Mississippi
Perch.
10 20 30 40 50
d a 4 Arp. 28 T. 5 P. d b
c a
a a.

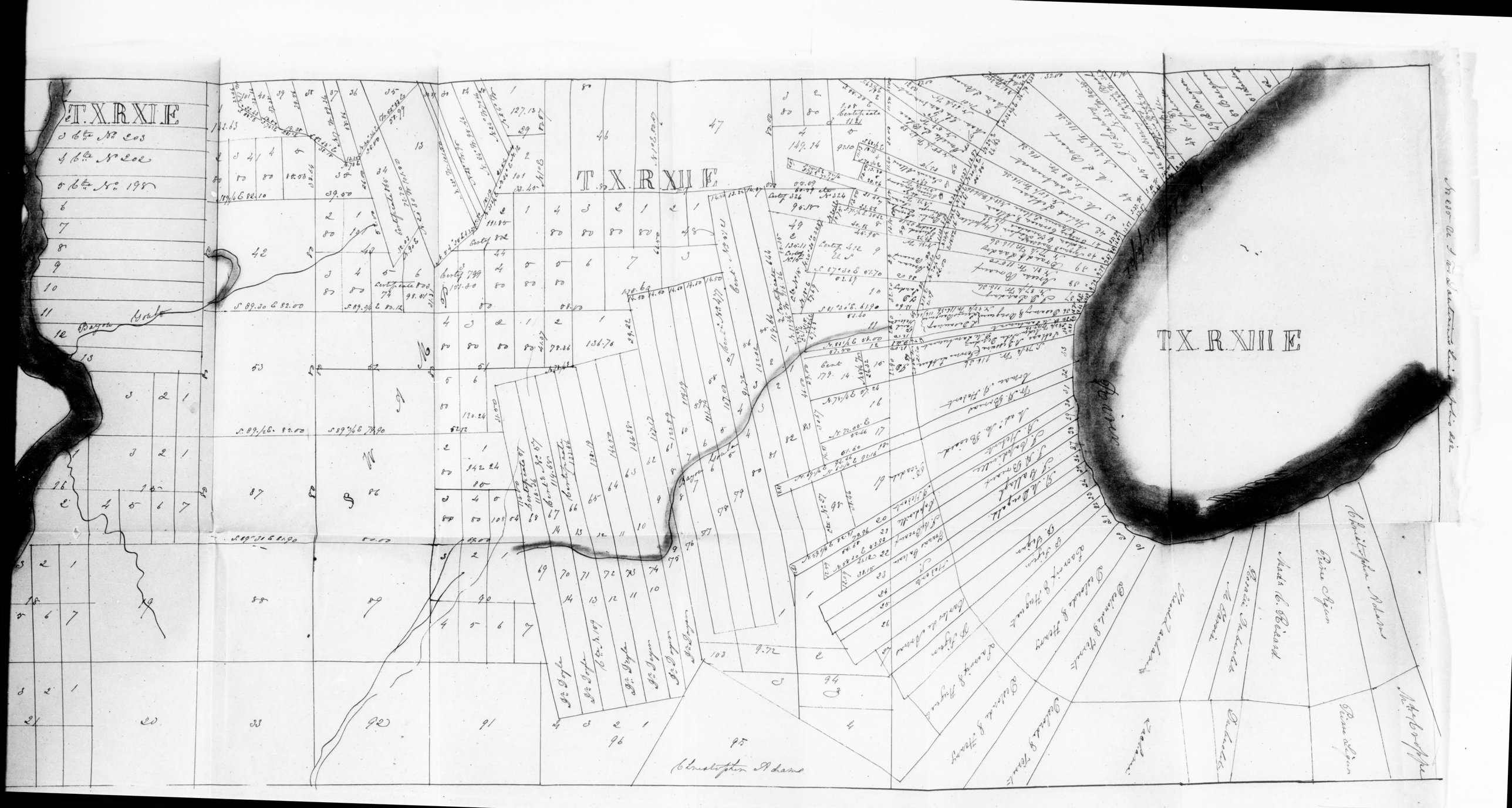

Año de 1796
Distrito de Iberville
Reg.o No. 763.
Juan Carlos Cruzat
S. 69.° 15' O
Joseph Leblanc 222 Arp.s
S. 74.° 15' O
Ambrosio Longue Epee.
N.E. 70.°
10 20 30 40 50 Perchas
3 a. 24. f.es 4 p.s
Missis sipy


South Eastern District La
Mississippi River
31 Mdm. Wm Ricard
32 Augustine Borea
Mr. J. Felix L. Comeau
Augustus Hebert
Julian Comeau
Jerome Le Blanc
116.36
Jerome Le Blanc
Mam John Denoe
P. M. Lambremont 116.36
P. M. Lambremont 116.36
L. D'Isaloway Lewis Baugrow
Germain D. Landry
N. 87 1/4 W 116.36
Areene Breaux
N. 84 W 116.00
Areene Breaux
Edward Landry
N. 77 1/4 W 116.36
Augustin Broussard
Madm. Broussard
N. 70 1/4 W 116.36
Etienne Comeau
Jacques Le Blanc
N. 65 1/2 W 116.36
Oran Hebert
& Amable Le Blanc
Madm. John Lambremont
N. 55 W 116.36
Madm. Rose Breaux
N. 49 1/2 W 116.36
Pierre J. Landry
N. 43 W 116.36
Francis Broussard
N. 36 3/4 W 84.36
Leonce Broussard
N. 37 1/4 W 116.36
Leonce Broussard
N. 37 1/4 W 116.36
Leonce Broussard
N. 37 1/4 W 116


SOUTH EASTERN DISTRICT L.a


DISTRICT D' IBERVILLE
ANTONIO M. DORVAL
11 Arpents 6 Dixièmes de Profondeur
6 Arp.
MISSISSIPPI
St Jacques
Marie Antonio Bernardo Dauterive 44 Arp.


T.XR.XIE
T.XR.XII.E
Bayou Teche
Christopher Adams


T. X. R. XI E.
T. X. R. XII E.
T. X. R. XIII E.

No. 61. U. S. Geological Survey.

Escala de Pies

0 250 500

Arroyo Chalate

Arroyo Chalate

Arroyo Chalate

Linea de Arboles aciminados (S. 1778 Pies) Limites

Aceite
Roble
Laurel
Poste
Pino
Pino
Pino
Pino
Francolea
Pino
Pino
Roble
Roble
Roble
Pino
Roble
Poste

540 Pies
1260 Pies
840 Pies
360 Pies

S 38° E Pies

Pino
Roble
Roble
Roble
Roble
Pino
Roble
Roble
Pino
Pino
Roble

S 27° W 1078 Pies

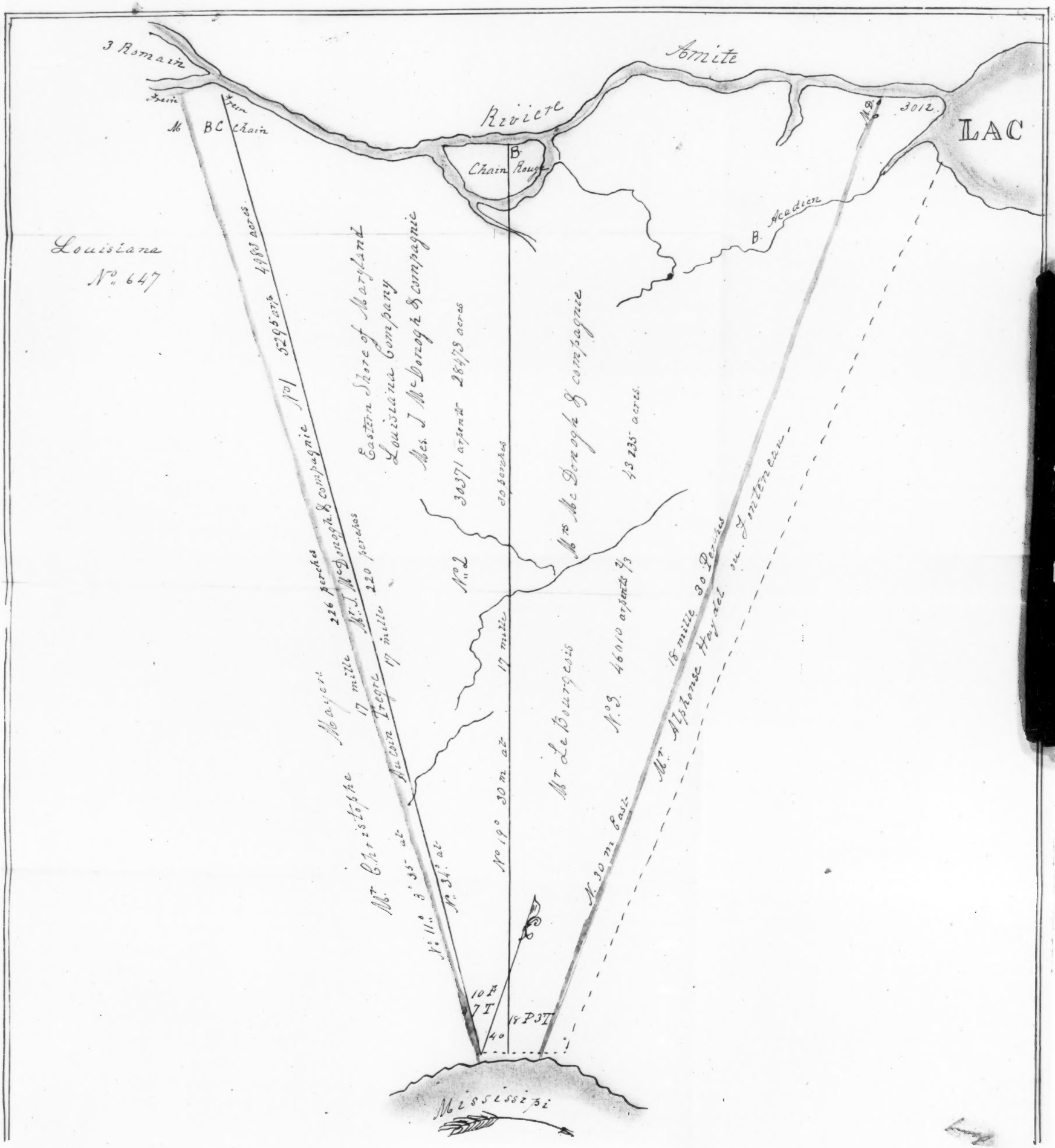
Arroyo Chalate

Arroyo Chalate

Arroyo Chalate

Cote d' Acadie rive gauche du Mississipi

Paroisse St. Jacques.



SUCCESSION DE DON Fr FRANC

Nº 271.

Fracción Meridional

Orden Pedalis

Dn Francisco Duparc, Heredero

1a Porcion

El Mandato
Alexandre Lo Angel
comprado de
Mr Mandeville

2a Porcion

Felipe Pankerne
Comprado del
Mandato Alexandre

3a Porcion

Pedro Lebourgeois

comprado de Mr

Arnoul

RIO SAN LUIS

MISSISSIPY

Luisiana año 1796 Costa Meridional Occidental
San Juan Dn Bautista llamado la Fachery

Toesas

DE DON FRANCISCO DUPARC

Nº 271.

Pedro Lebourgeois compradas de Nos Arnoult y de los Herederos Delille

Qtas Brevas

Qtas Brevas

Según las narraciones de los vecindadores la profundidad debe llegar al lago por arriba del comprado de los Indios

Limite y rumbo correspondiente a la 1ª linea frontera del referido

Limite con el grande correspondiente a la tercera frontera del referido S 65° O.

Limite provincial trazado por Morgan

Limite con el grande correspondiente a la tercera frontera del referido

Limite con el grande correspondiente a la tercera frontera del referido S 65° O.

Limite con el grande correspondiente a la tercera frontera del referido S 65° O. hasta alcanzar a la Barranca

Limite provincial trazado por Morgan

Habitacion principal de Mr. Duparc

Habitacion de Mr. Duparc

Qtas Brevas

Habitacion principal de Mr. Duparc

Habitacion de Mr. Duparc

Qtas Brevas

Limite con el grande correspondiente a la tercera frontera del referido

Limite provincial trazado por Morgan

Limite con el grande correspondiente a la tercera frontera del referido S 65° O.

Limite con el grande correspondiente a la tercera frontera del referido S 65° O. hasta alcanzar a la Barranca

Limite provincial trazado por Morgan

Segun las narraciones de los verdaderos Exploradores de esta Profundidad debe llegar al Lago por arriba del Cumpado de los Indios

FRANCISCO DUPARC

Limite de Mendoza correspondiente a la 1ª Sección Jurisdiccional del 1º Departamento

Limite con el mismo correspondiente a la misma Jurisdiccion del 1º Departamento

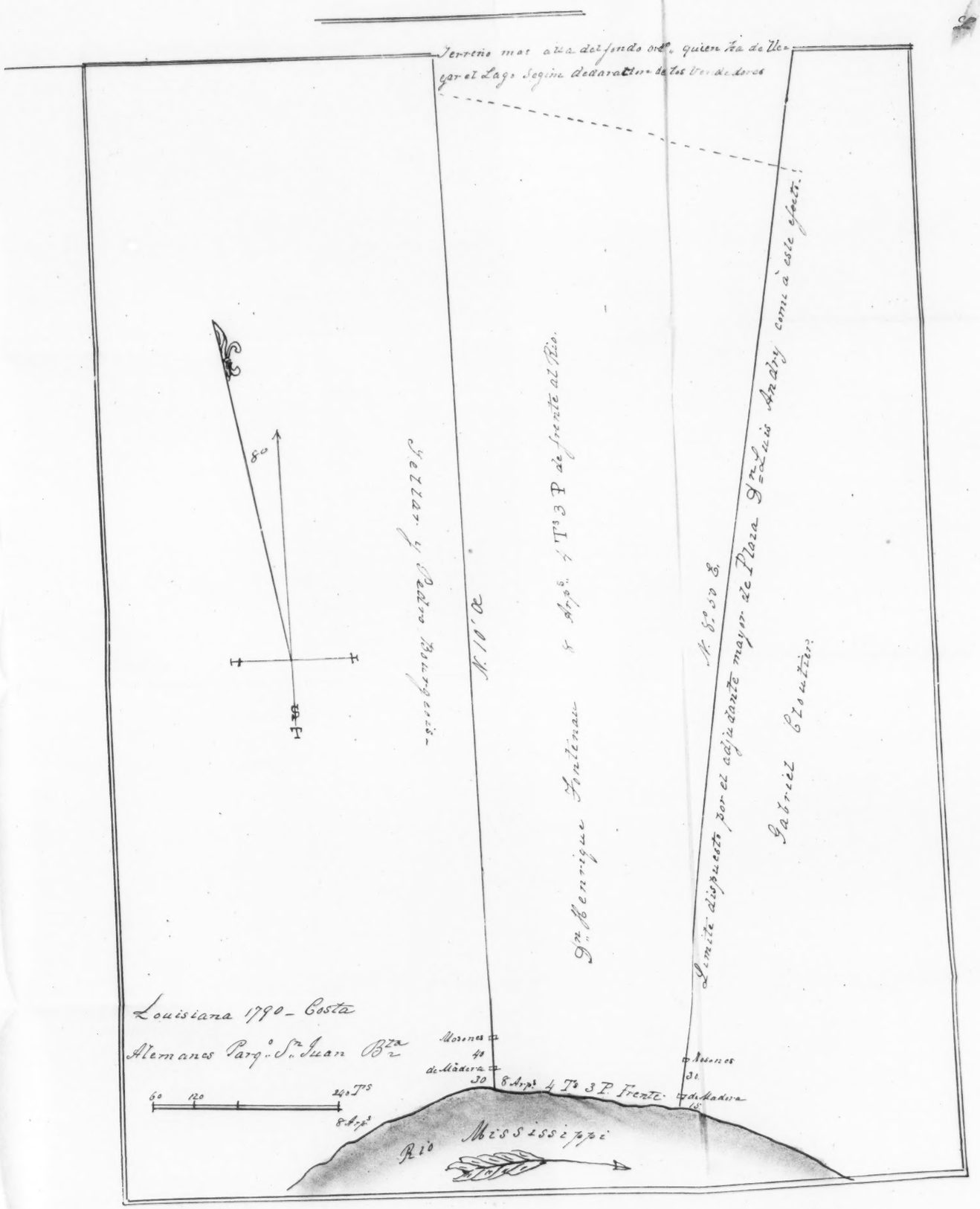
Limite Provincial Comodo con Provincia de Mendoza

Limite con Provincia de Mendoza

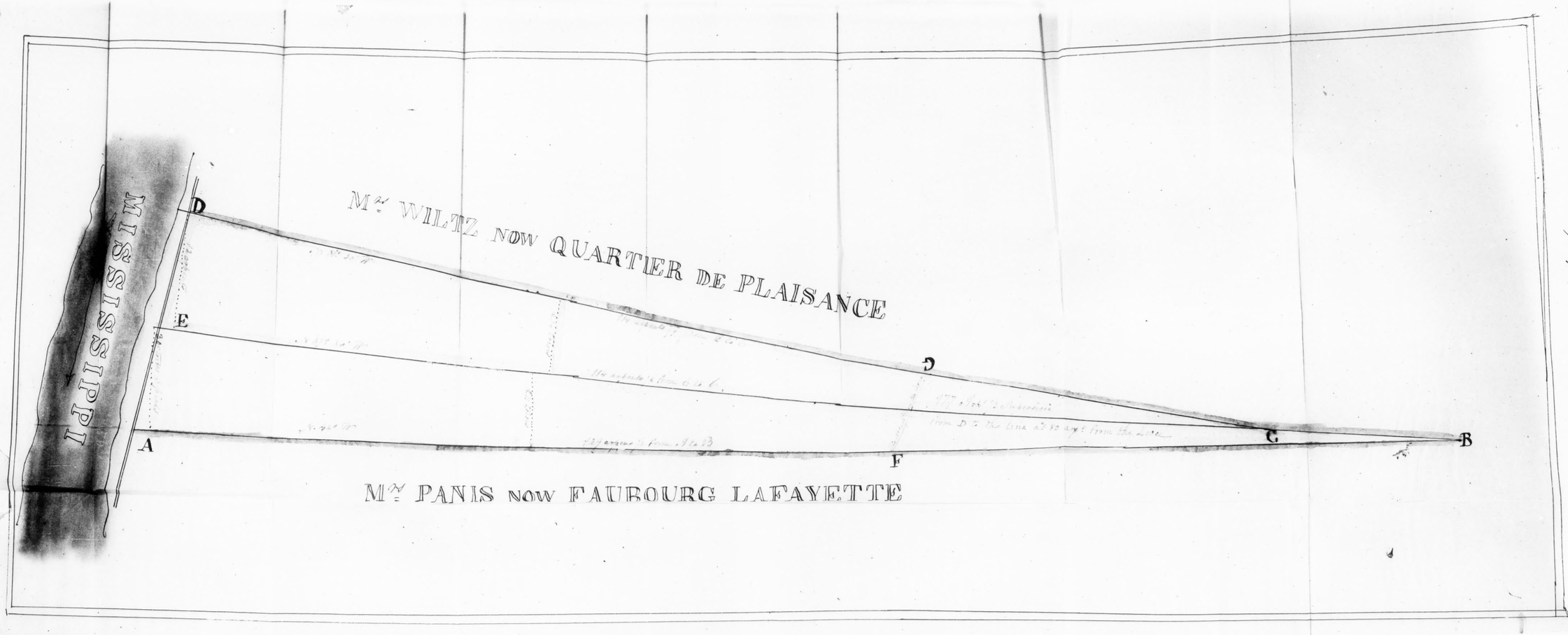
Limite con Provincia de Mendoza

Limite

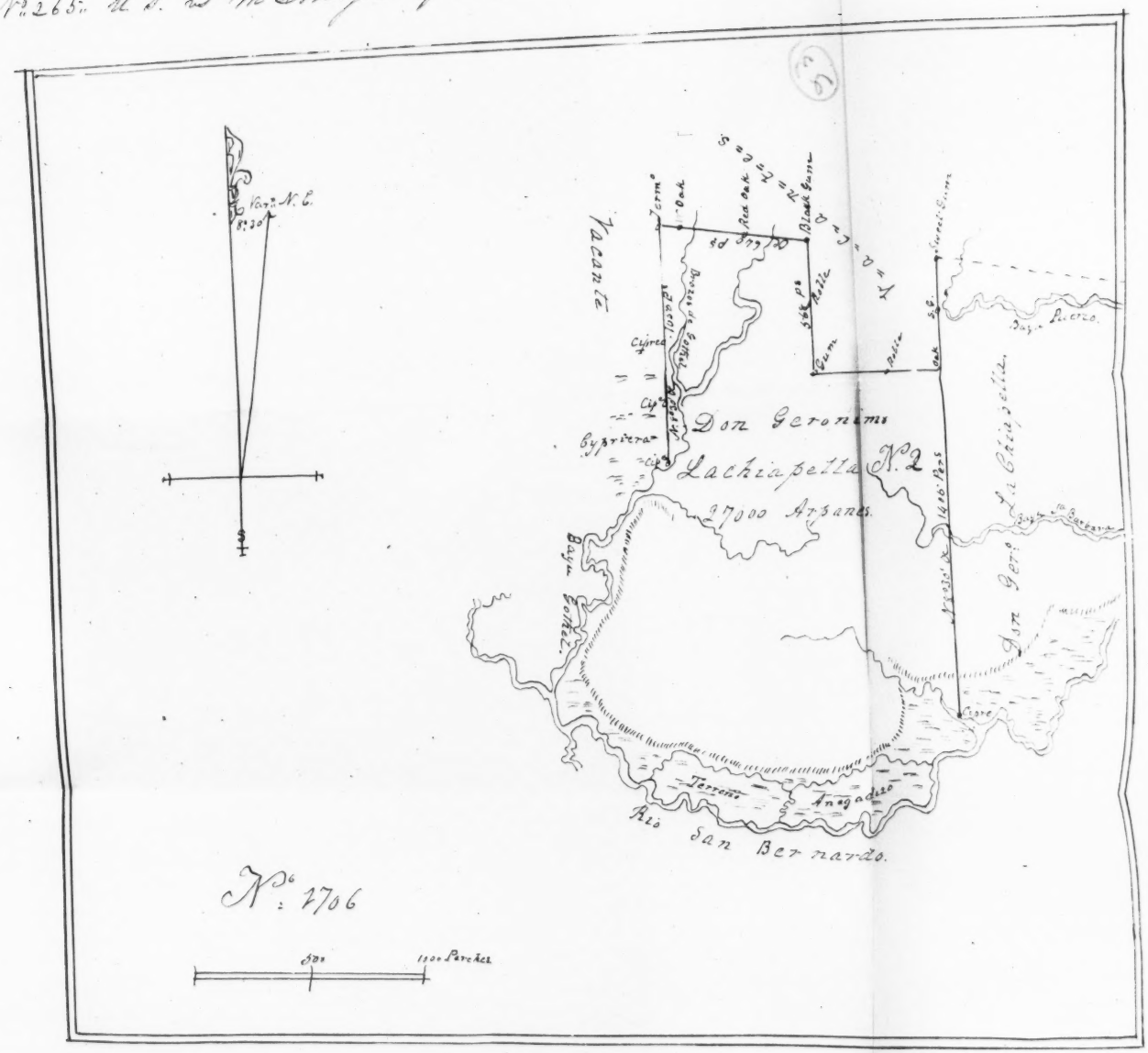
Nº 262 - pag. 34
M. S - Vs. McDonogh -

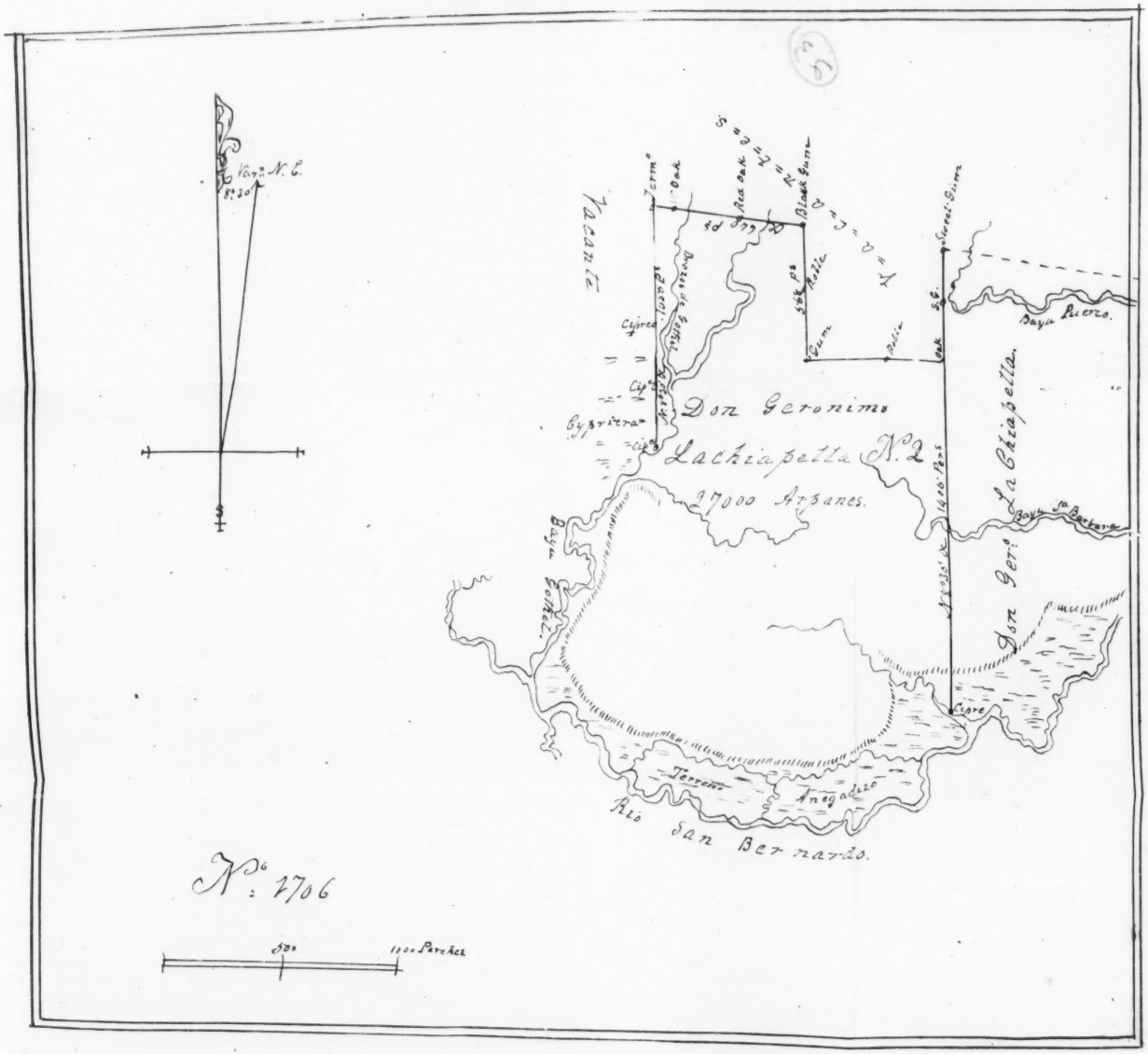

Terreno mas alto del fondo del q. quien fta de Ver
ger el Lago Segun declaracion de los Verdaderos
Gabriel y Carlos Martinguais
Nº 10 de
Gn. Henrique Fazinan 4 Arps. 4 Ts 3 P de frente al Rio.
Nº 8. 30 S.
Gabriez Bouttin
Limite dispuesto por el adjudante mayor de Plaza Gral Luis Andry como á este efect.
80
Louisiana 1790 - Costa
Alemanes Parg.º S.n Juan Bza
Morones
40
de Madera
30
8 Arps 4 Ts 3 P Frente
Morones
31
de Madera
60 120 240 Ts
8 Arps
Rio Mississippi

Don Carlos Trudeau Agrimensor Real y

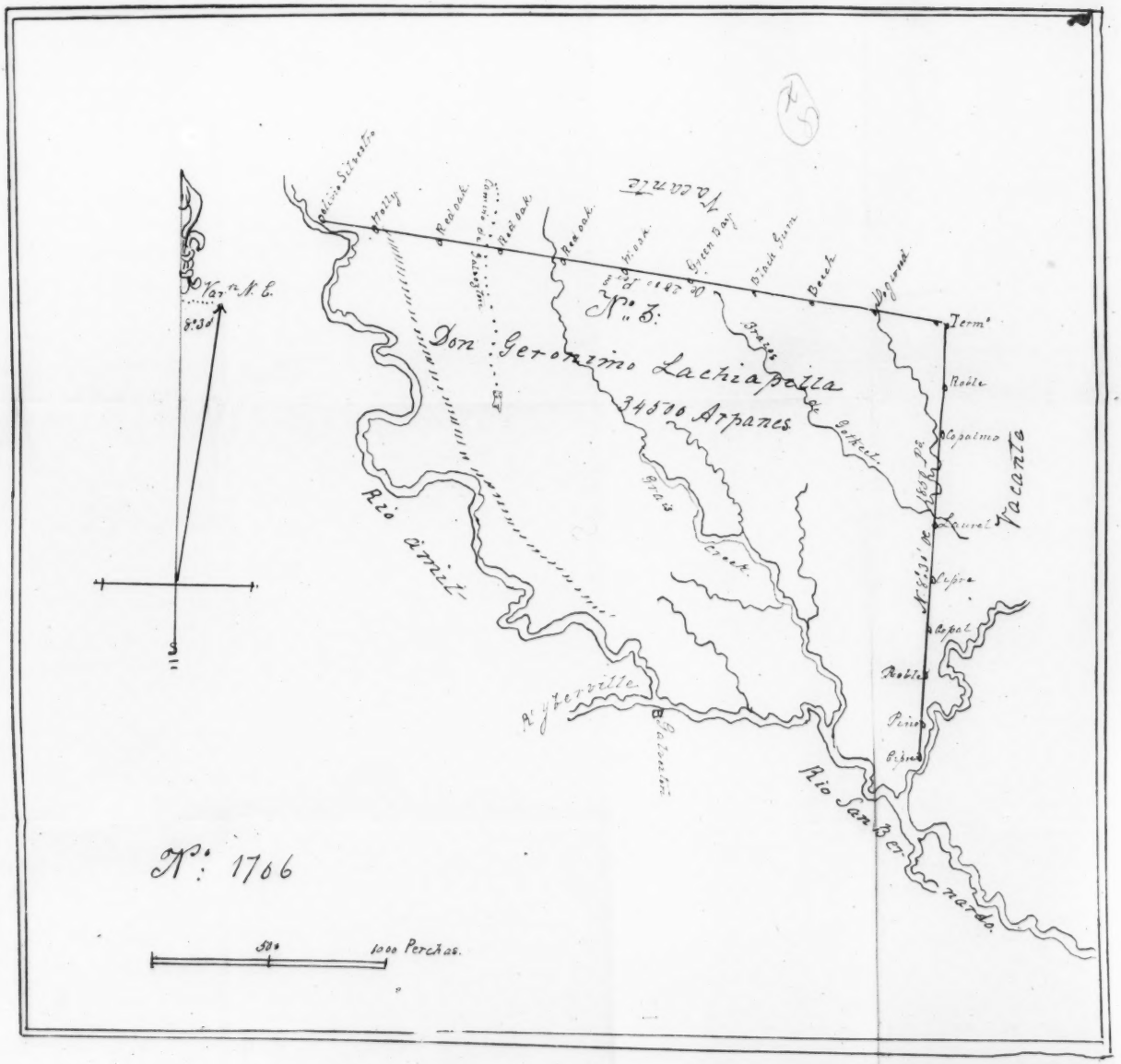

MISSISSIPPI
Mr. WILTZ now QUARTER DE PLAISANCE
Mr. PANIS now FAUBOURG LAFAYETTE
D
E
G
A
F
C
B

No 2657 U. S. vs McDonogh Pa 5-6.

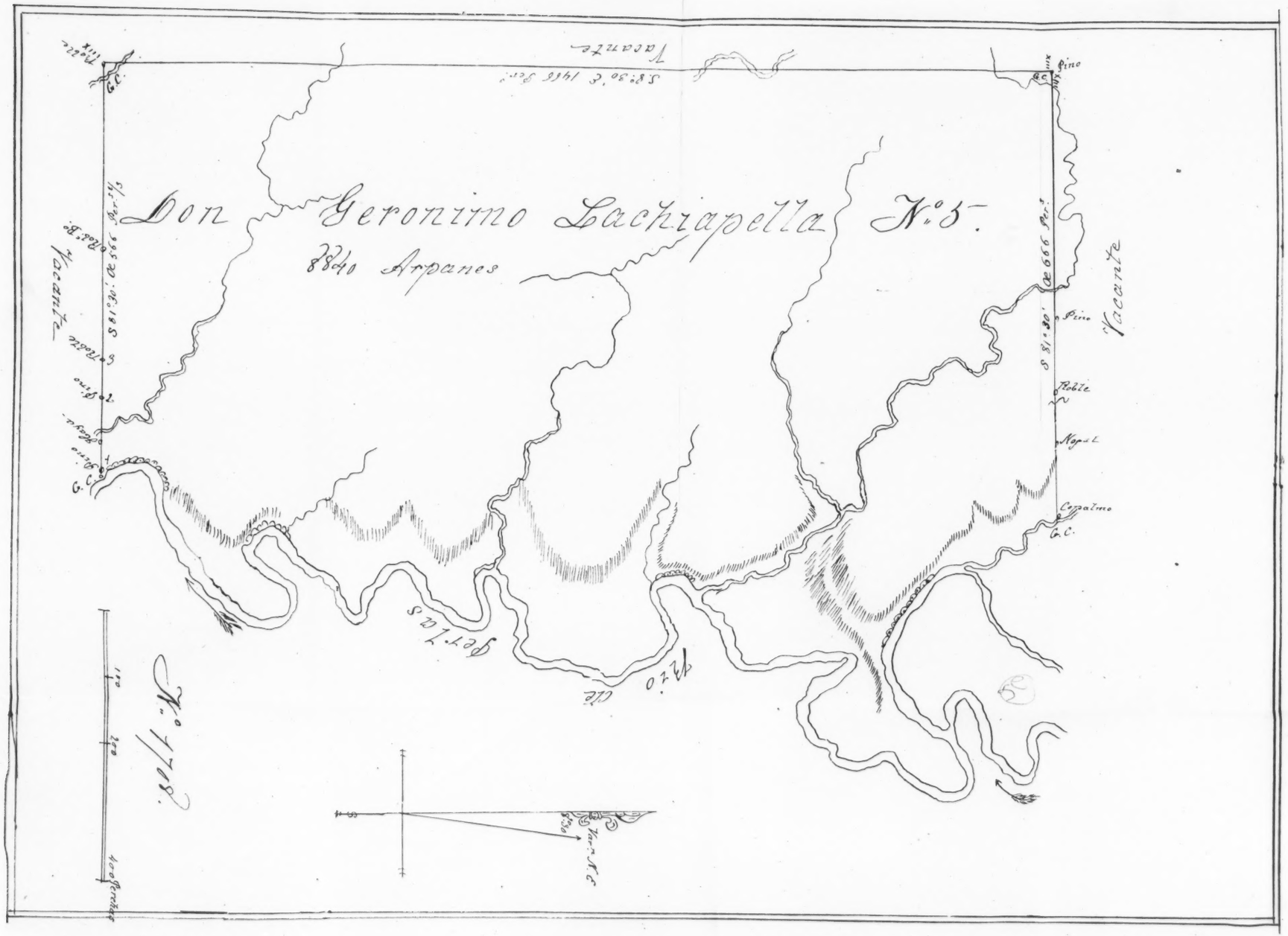


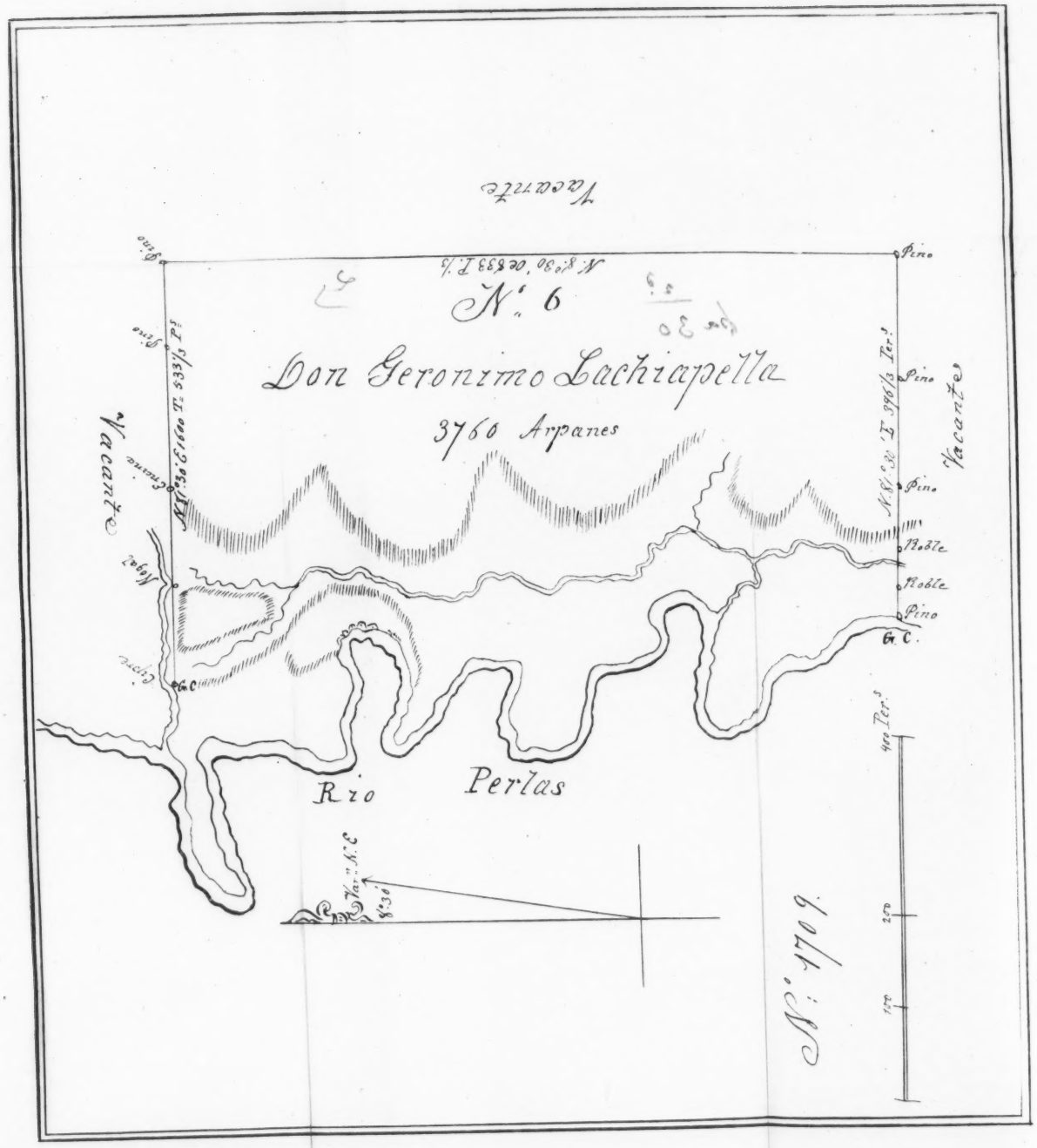

Vara N. E.
8:30
Vacante
Don Geronimo
Lachiapetta N.2
27000 Arbanes.
Don Ger.o La Chiapetta
Rio San Bernardo.
N.o 2706
600
1100 Perches

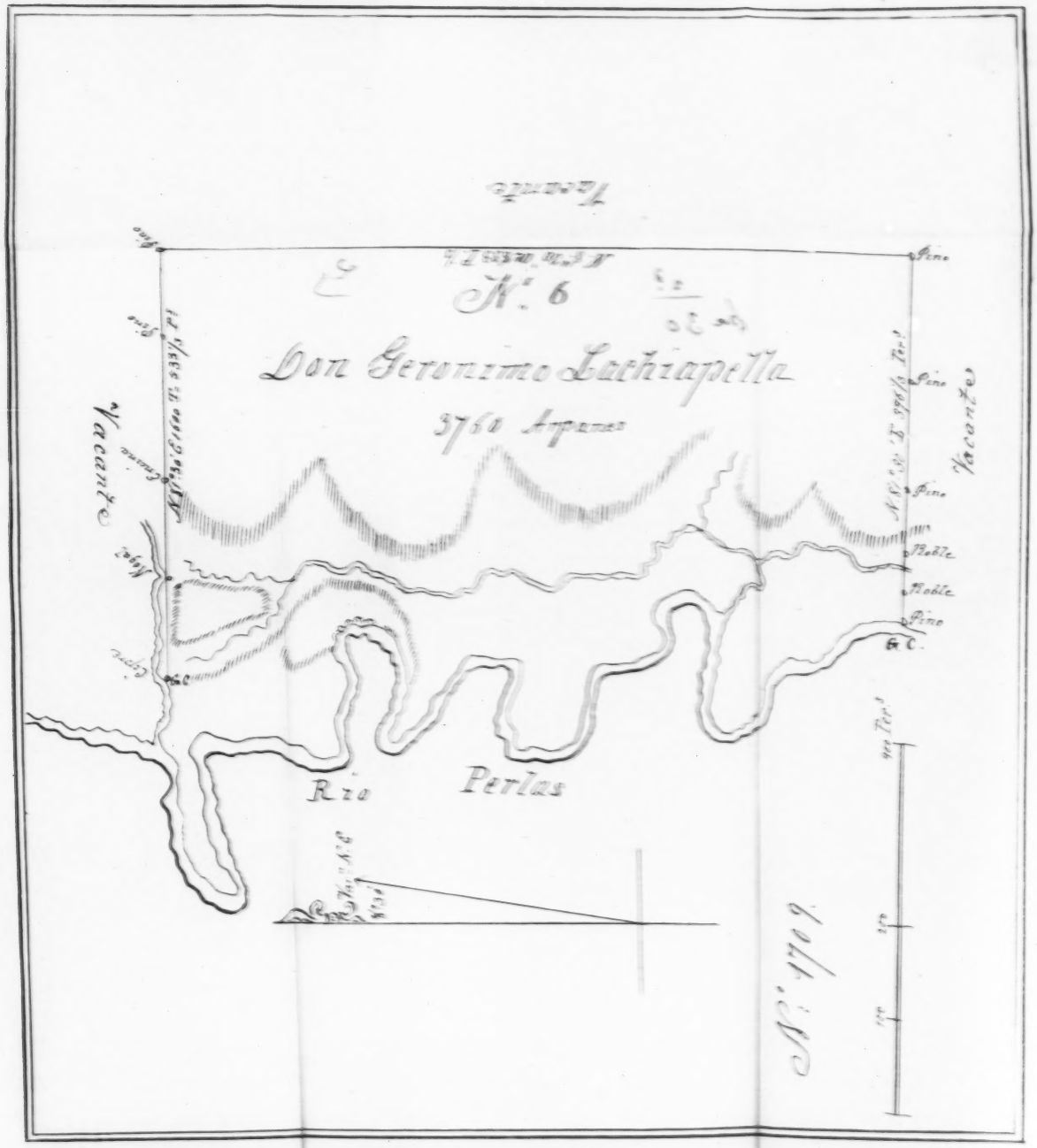
No 265 M. & W. McDonogh pa 57.

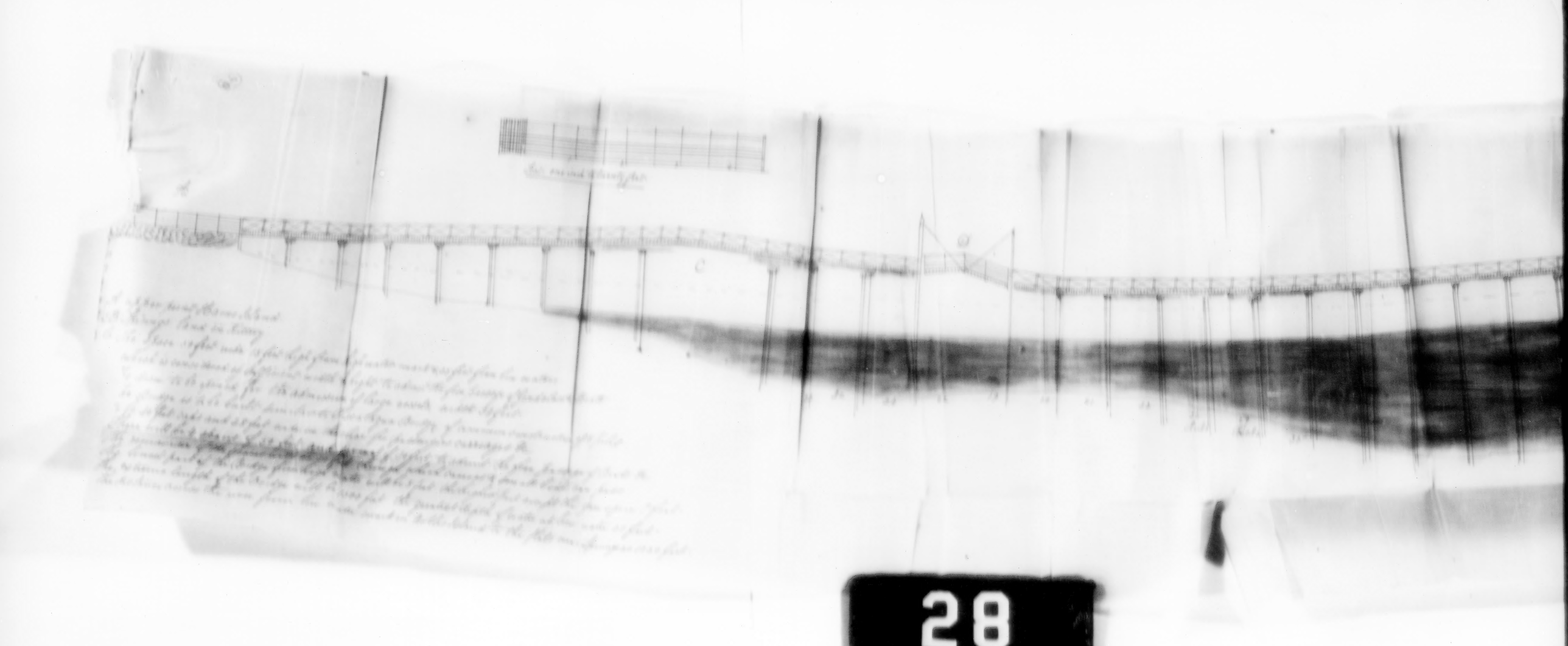


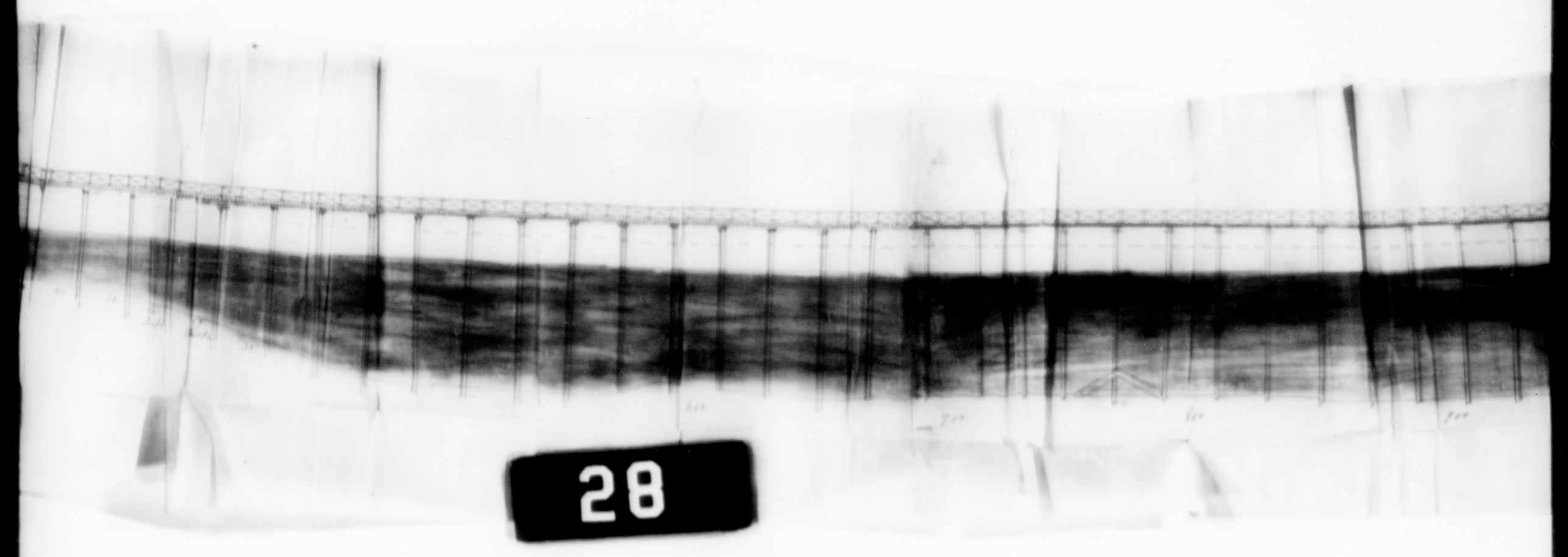
Pino
Red oak
Beech
Red oak
Pino
Green Bay
Red oak
Schetler Hijo
Schetler Padre
Laurel
Sassafras
Elm
White oak
Dark
White oak
Holly
White oak
Oble
Palo Armago
Laurel
Maya
Palmo
RIO
AMIT
Don Thomas
Uruarte
Nº 1707


Don Geronimo Lachzapella N.º 5.
8840 Arpanes
Vacante
Pino
Pobla
Nopal
Cuyatmo
G.C.
Vacante
Pino
Tacaxte
Sierra de Sos
Cerro
Cañada
Cuyatmo
Pino
Tacaxte
Cañada
Cerro
Sierra de Sos
Vacante
Cañada
Cerro
Sierra de Sos
Vacante
Pino
Tacaxte


Nº 6
Don Geronimo Lachiapella
3760 Arpanes
Vacante
Vacante
Rio Perlas
Nº 1709


N.° 6
Don Geronimo Lachiapella
3760 Arpens
Vacante
Vacante
Pino
Pino
Pino
Noble
Noble
Pino
G.C.
Rio
Perlas
Año 1709

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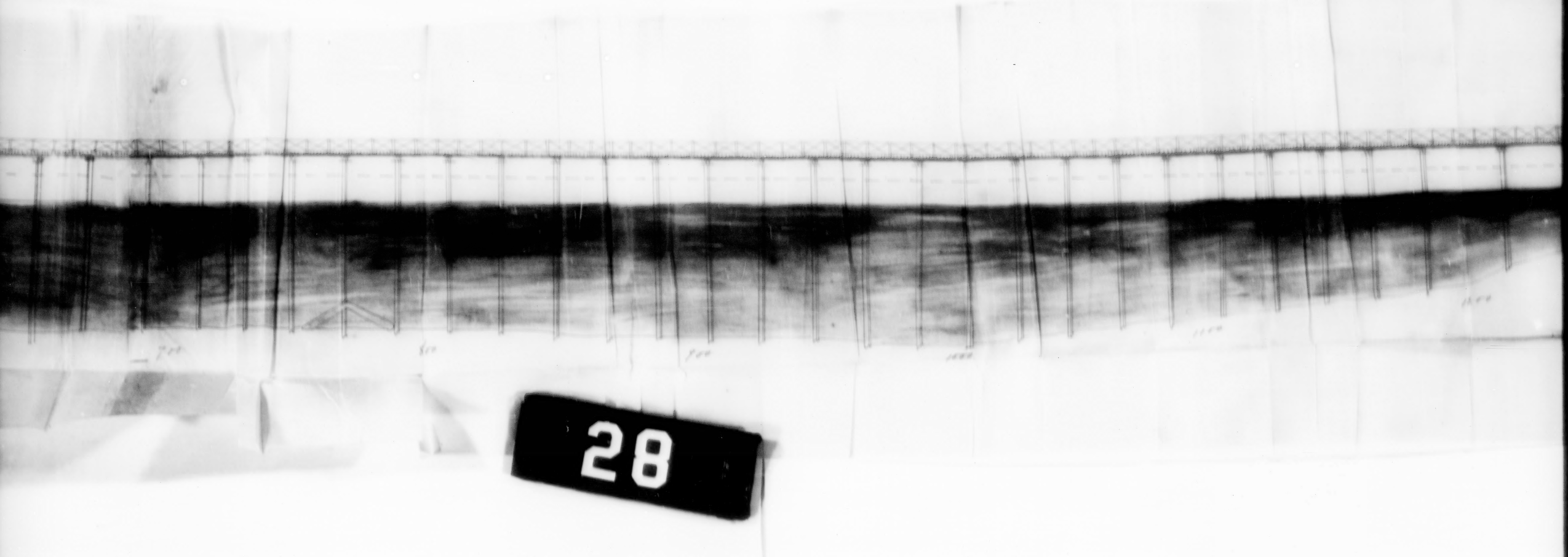
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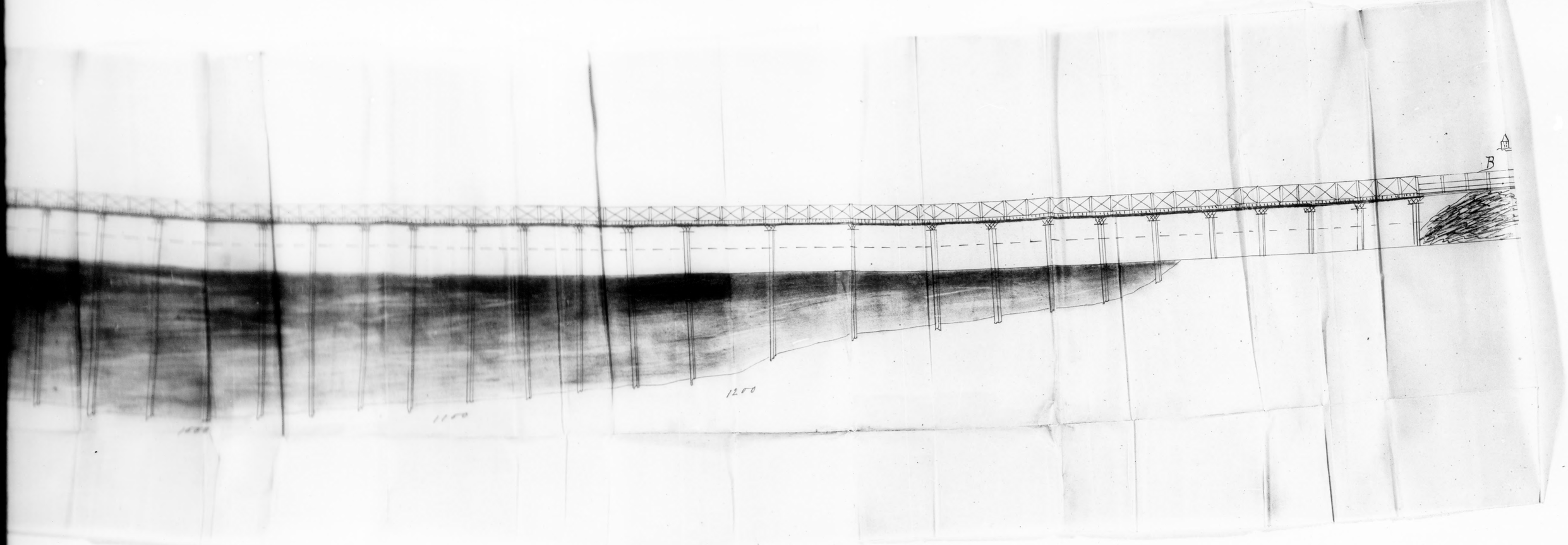

B
1200
1150

State of New Hampshire

Rockingham

October 29th AD 1842

This plan was exhibited at the taking of the deposition of Benjamin Akerman, taken this day at the request of the town of Dover, to be used in a cause now pending in the Superior Court of Judicature next to be holden at Dover in the county of Strafford, on the second Tuesday of December next, in chancery, wherein said town are complainants and the Proprietors of Portsmouth Bridge, Nathaniel B March and Lewis Hayes are defendants and by said A. Akerman affirmed to be the plan referred to, in his said deposition

Albert R Hatch

Commissioner

Plan of a Part of Piscataqua River showing the situation of Portsmouth Bridge — 1842

Jehaiah Bartlett

Elizabeth

Thornburne

Stephen Pearse

Hantry's

Mantle Bartlett

Jackson's Cove

Great Bay

Dover

Long Reach

Fresh water

Salt water

Base

1875 = 709

B

A

1120

1110

1100

1090

1080

1070

1060

1050

1040

1030

1020

1010

1000

990

980

970

960

950

940

930

920

910

900

890

880

870

860

850

840

830

820

810

800

790

780

770

760

750

740

730

720

710

700

690

680

670

660

650

640

630

620

610

600

590

580

570

560

550

540

530

520

510

500

490

480

470

460

450

440

430

420

410

400

390

380

370

360

350

340

330

320

310

300

290

280

270

260

250

240

230

220

210

200

190

180

170

160

150

140

130

120

110

100

90

80

70

60

50

40

30

20

10

0

29

49. 1842
ing of the deposition of Benjamin
of Dover, to be used in a cause now
Sheldon at Dover in the County of
Chancery, wherein said town are
Bridge, Nathaniel B March
said Akerman affirmed to be
Albert R Hatch
Commissioner

Plan of Bridge
1842

Scale 10 Rods to an inch

Jchabod Bartlett

Sheburne

Dover

Hams Hills Island

Bridge

Sprouts Point

Sprouts Point

Jacksons Cove

Akerman's Point

Akerman's Point

Scale 10 Rods to an inch

Jos Foster 1842
Benja Akerman - Surveyor

29

30

Adam's Point

Spinney's Cove

Spinney

Town Landing

Yeomans Point

Yeomans Cove

Adams or Nettle's Island

Plan

30

Adam's Point

Spinney's Cove

Spinney

Town Landing

Old Ferry Wharf

S c a t a R I V E R

Freemans Point

Freemans Cove

Ham's or Noyle's Island

Batchelders Cove

Jacksons Cove

Batchelders

Jacksons Island

Old Ferry way

Plan

C a l e

Freemans Point

Spinney

Town Landing

Great Bay

Sagamore Creek

R I V E

Freemans Cove

Hams or Nettle's Island

Batts Cove

Jacksons Point

Batchelders

Bridge

Mill pond

Bridge from Portsmouth to Kittery Point

15 ft.

25 ft.

Feet wide

Line

Drain

25 ft.

27 ft.

Plan

Piscataqua River

Showing the position of

Portsmouth Bridge

by

Samuel Nott Jr & Waldo Higginson

Portsmouth Dec 5th 1840

Scale 200 ft 1 inch

30

Freemans Point

Freemans Cove

Spinney

Town Landing

Old Ferry Road

Portsmouth Bridge Road

R I V E R

Badgers Island

Butts Cove

Jacksons Point

Batchelders

Ham's or Noble's Island

Old ferry way

Bridge

Mill pond

Plan

Piscataqua River

showing the position of

Portsmouth Bridge

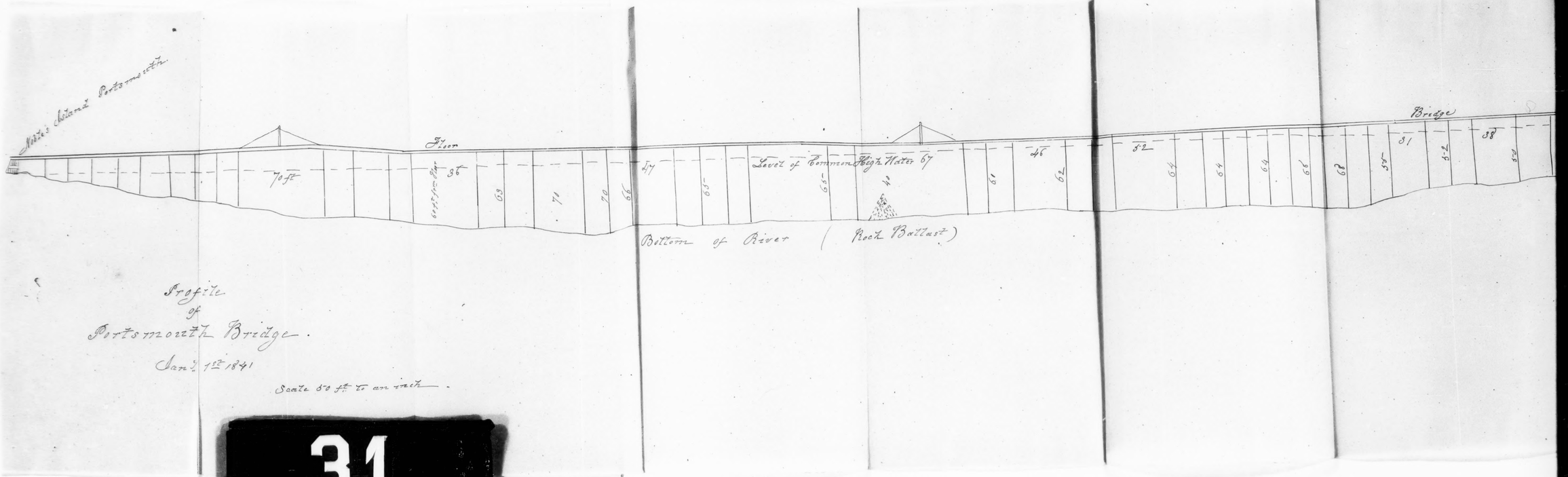
by

Samuel Nott jr & Waldo Higginson

Portsmouth Dec 5th 1840

Scale 200 ft 1 inch

30



Profile
of
Portsmouth Bridge.
Jan.y 1st 1841

Scale 80 ft. to an inch.

31

Bridge

To Draw

Level of Common High Water 67

Bottom of River (Rock Ballast)

31

No 211. M. Mar — Vancarrow's Pat

Scale of 40 80 120 160 200 chains
1 2 3 4 5 10 Miles.

32

NICHOLAS G. NORCROSS' IMPROVED PLANING MACHINE.

Patented Feb.y 12.th 1850.

Fig. 1.

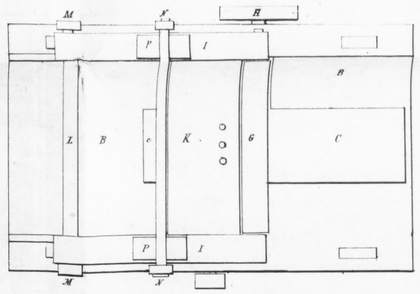


Fig. 2.

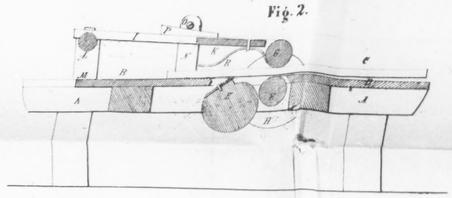


Fig. 3.

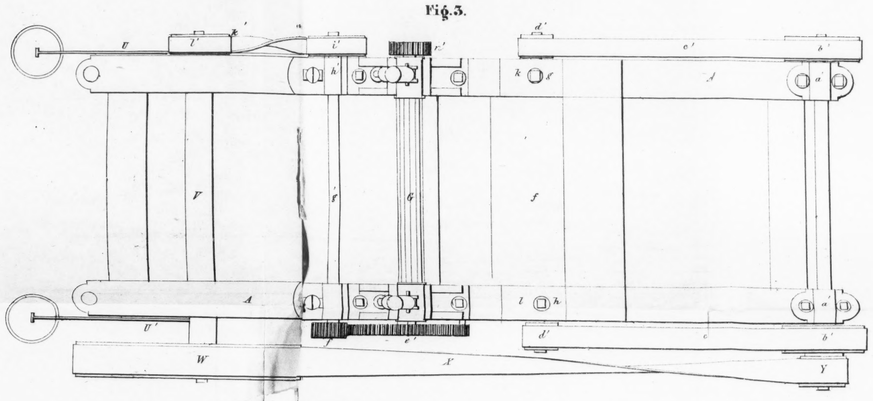


Fig. 4

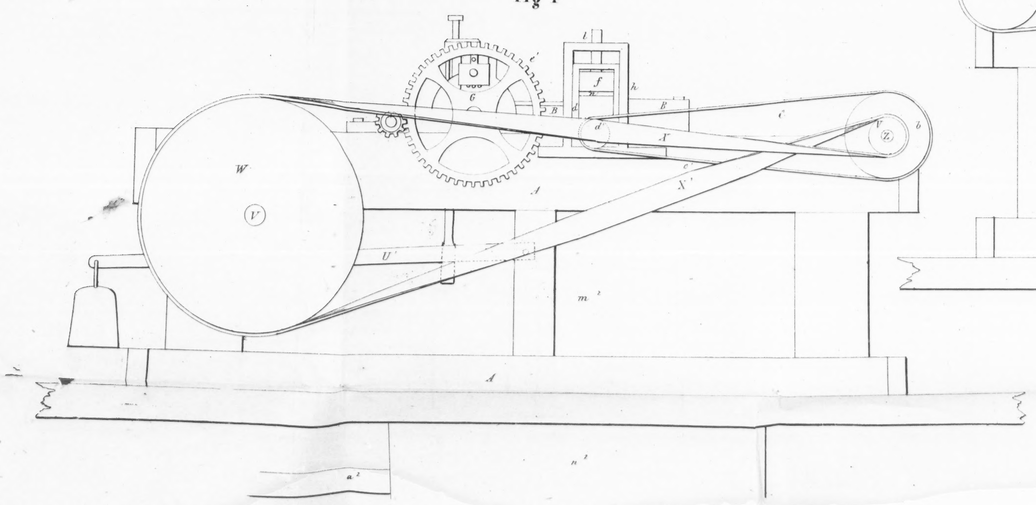


Fig. 5.

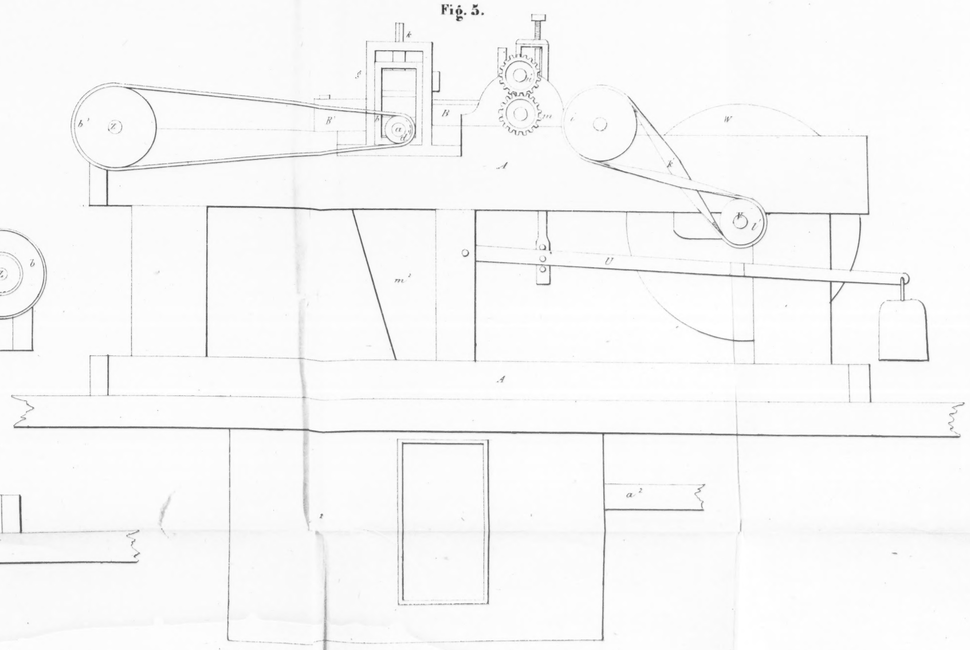


Fig. 6.

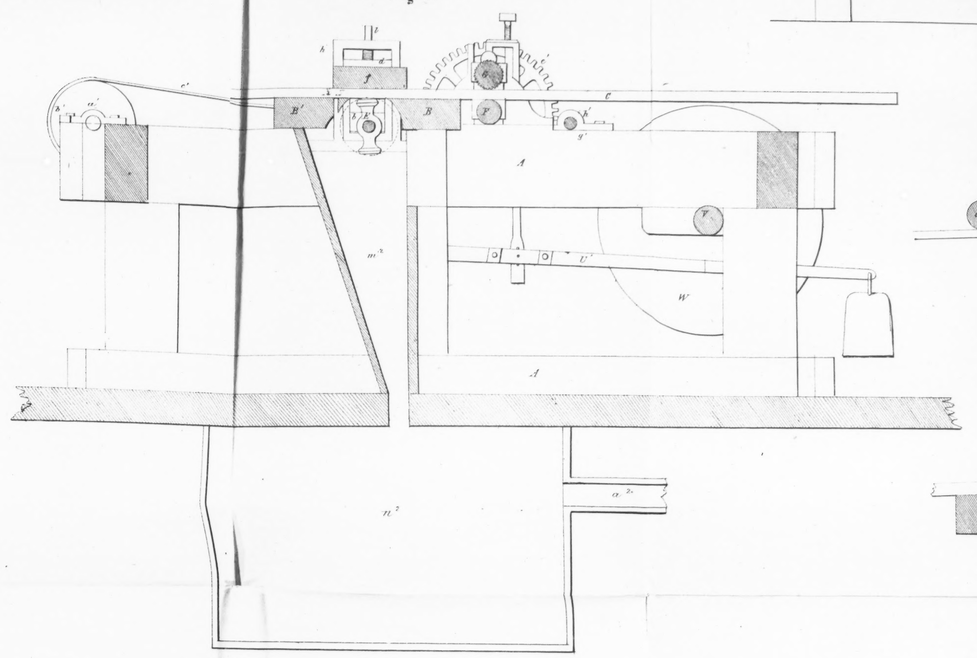


Fig. 7

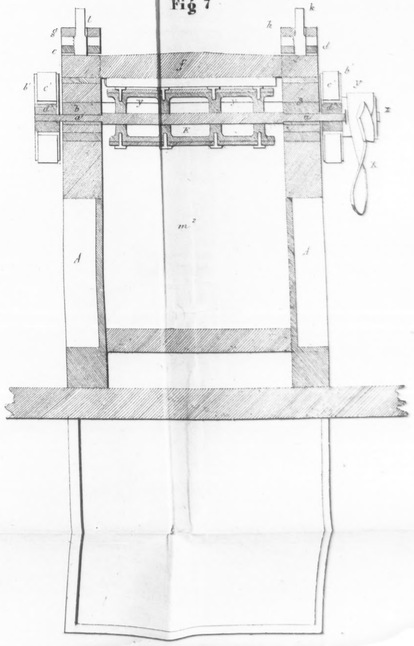
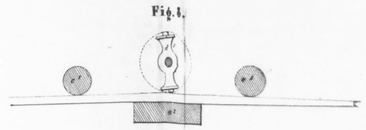


Fig. 8.



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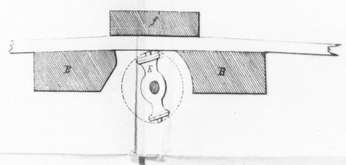

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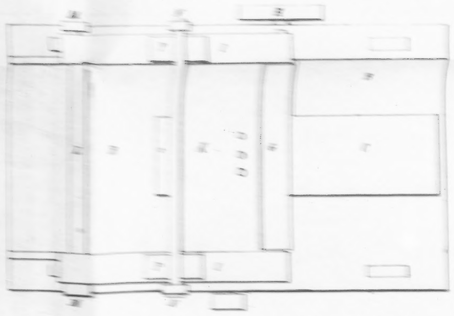
NICHOLAS G. NORCROSS' IMPROVED PLANING MACHINE.

Patented Feb.y 12.th 1850.

Fig. 1.



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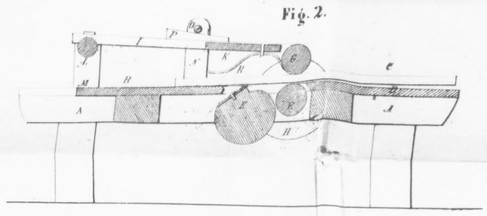

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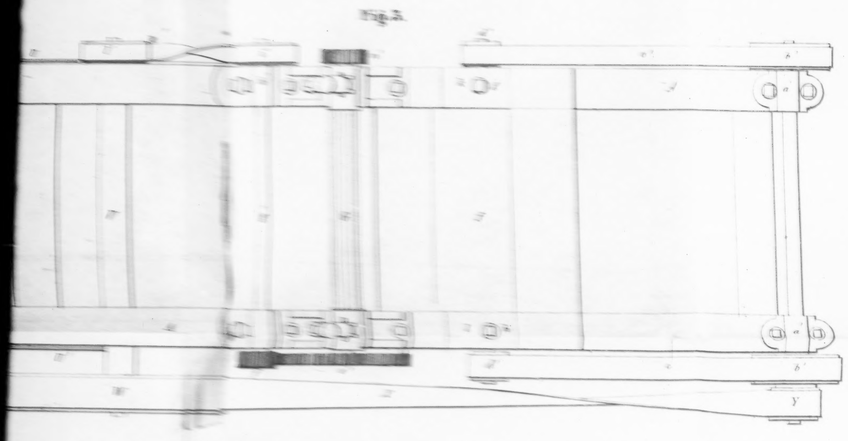

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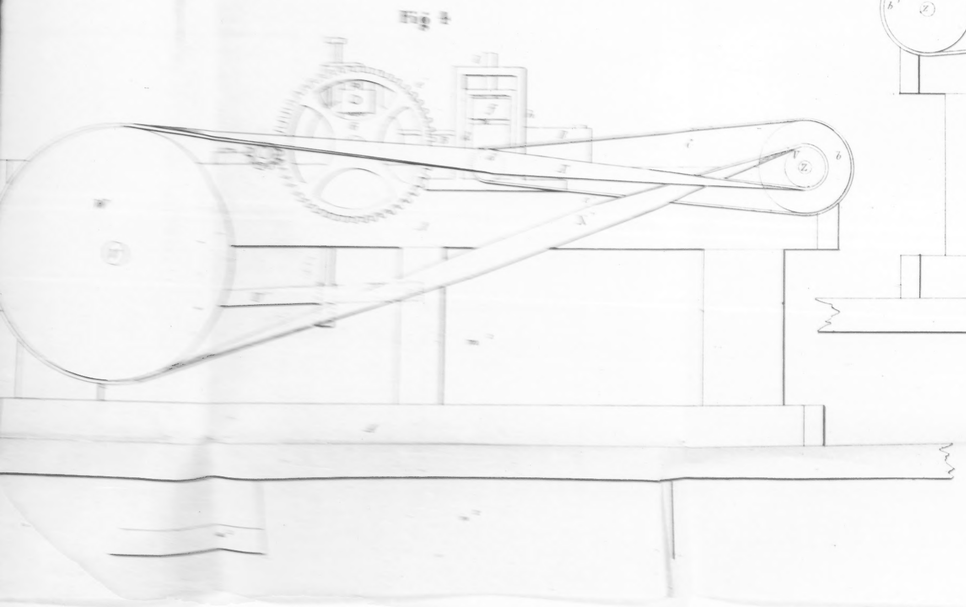

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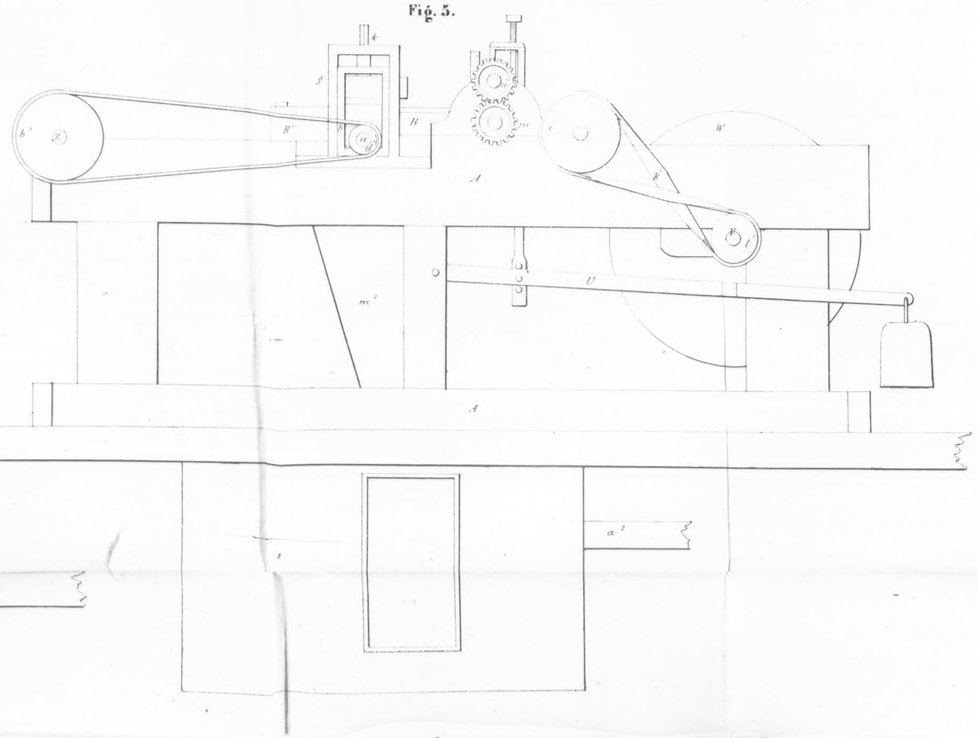

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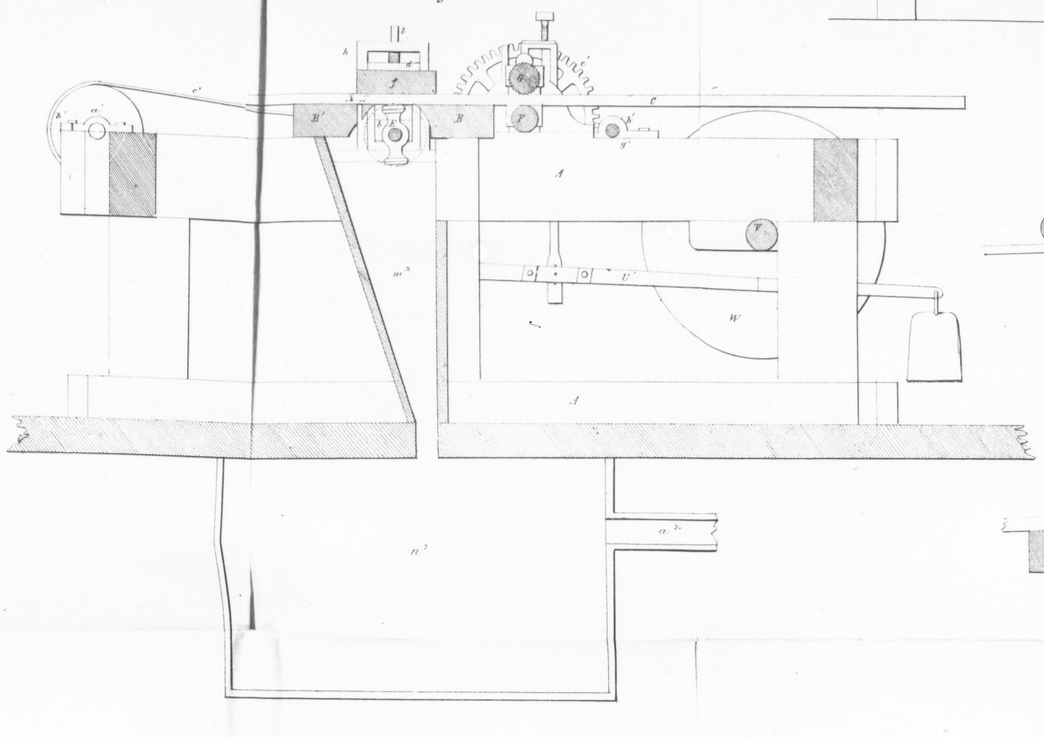

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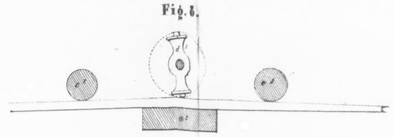

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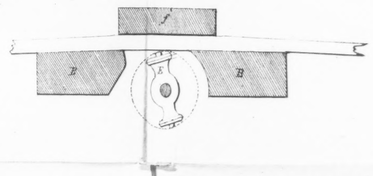

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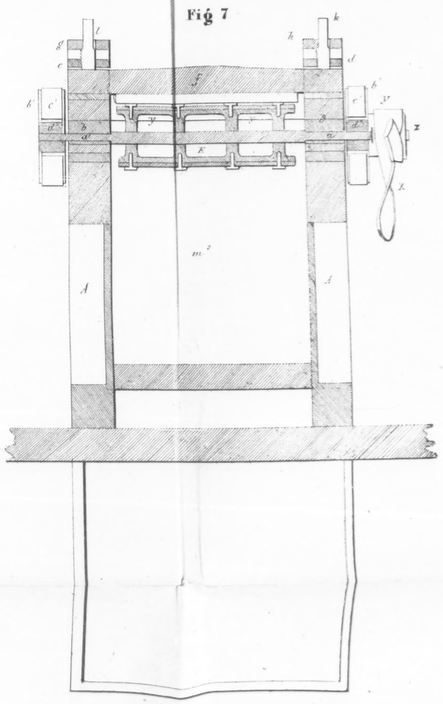

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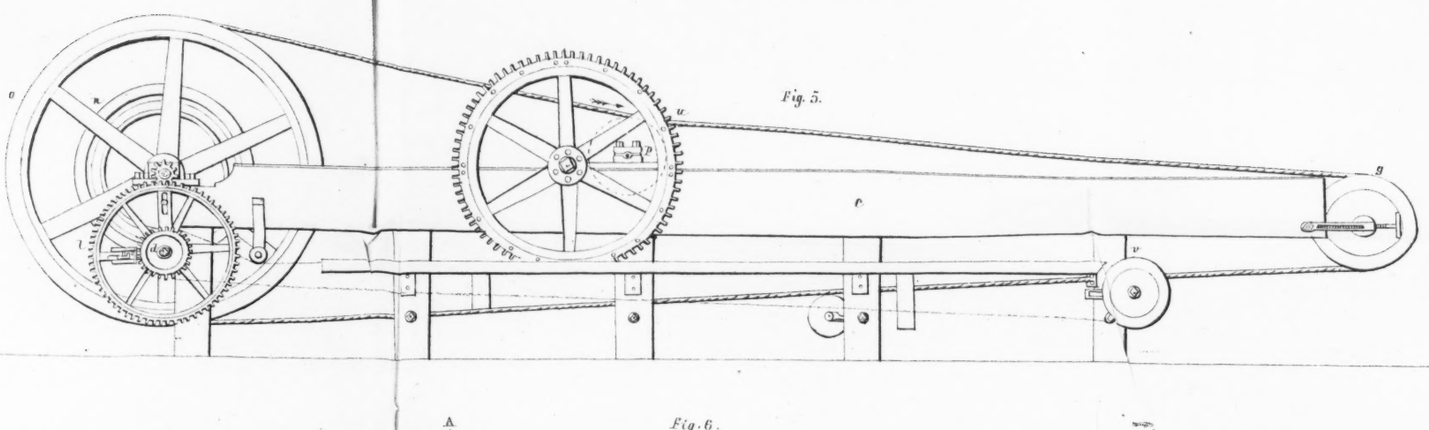
Suite de la Machine a travailler le bois par M. Roguin.

Fig. 5.



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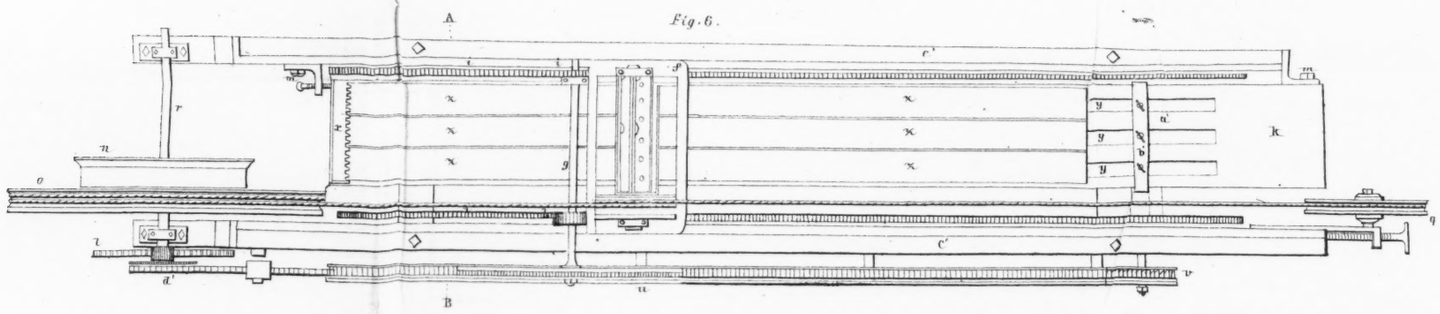

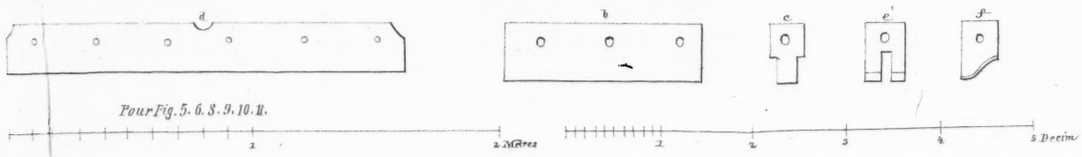

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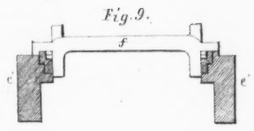

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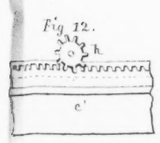

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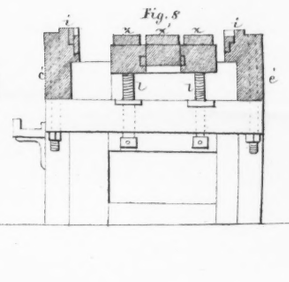

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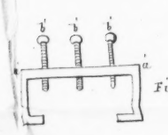

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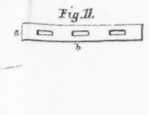

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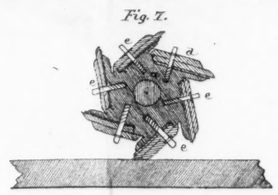
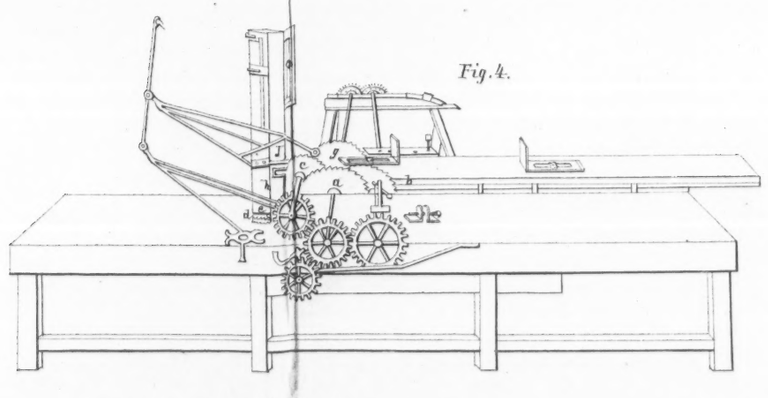


Machines a bouveter et planer par M.de Manneville.

Fig. 4.



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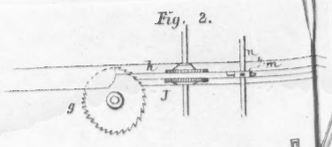

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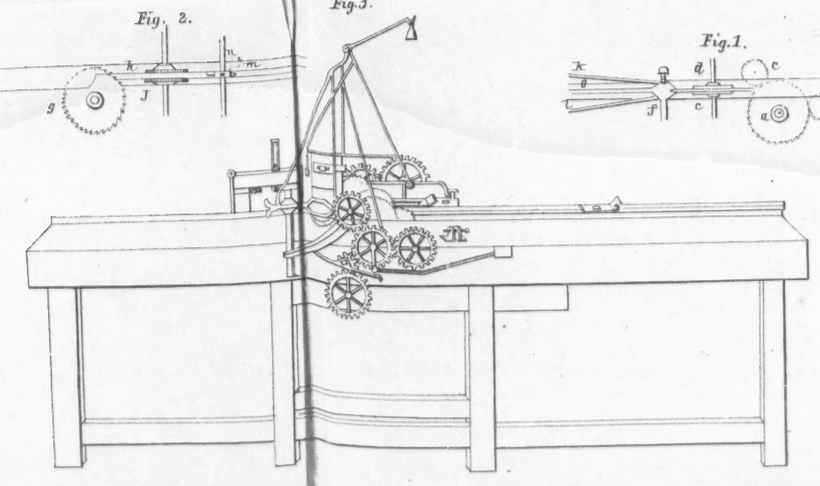

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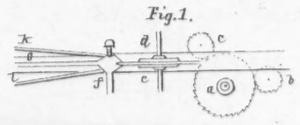
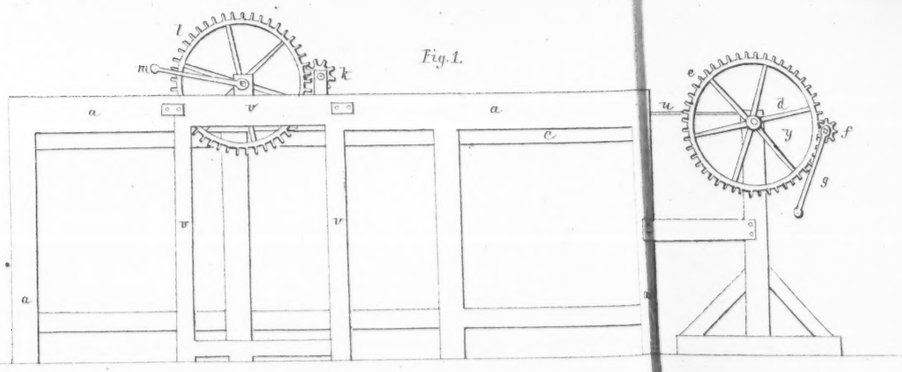


Machine a travailler le bois par M. Roguin.

Fig. 1.



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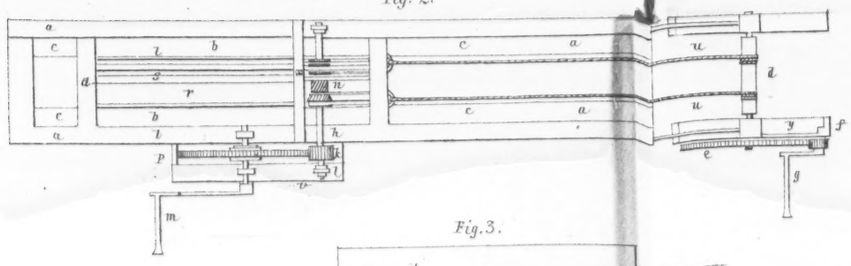

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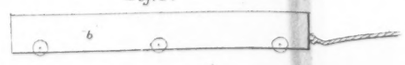

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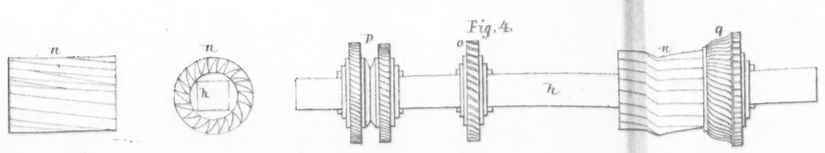

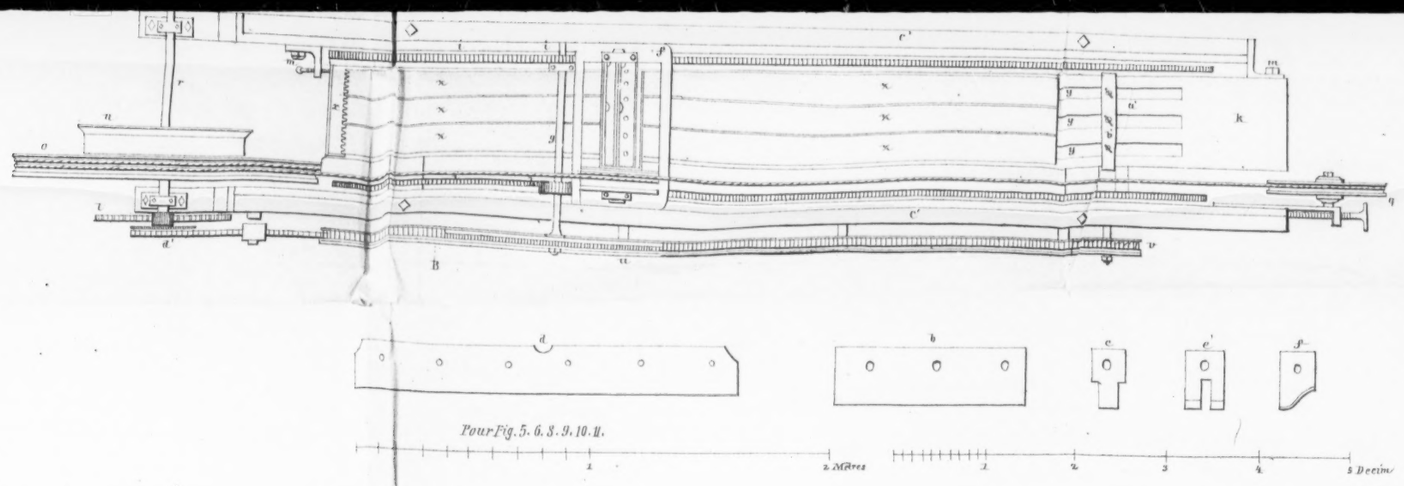

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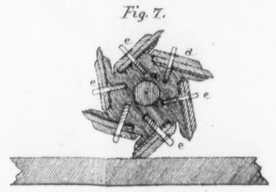
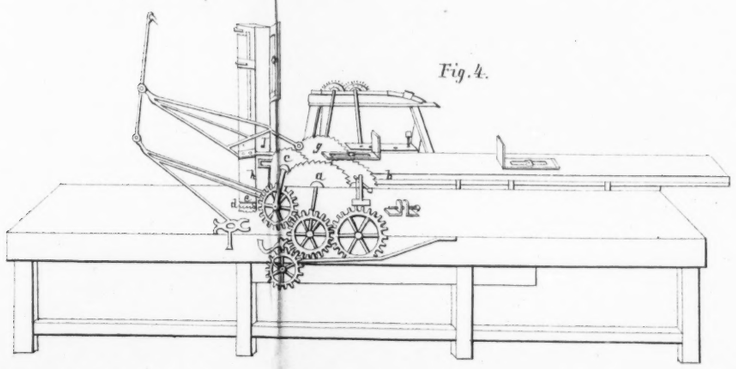


Machines a bouveter et planer par M.r de Manneville.

Fig. 4.



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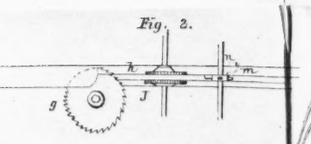

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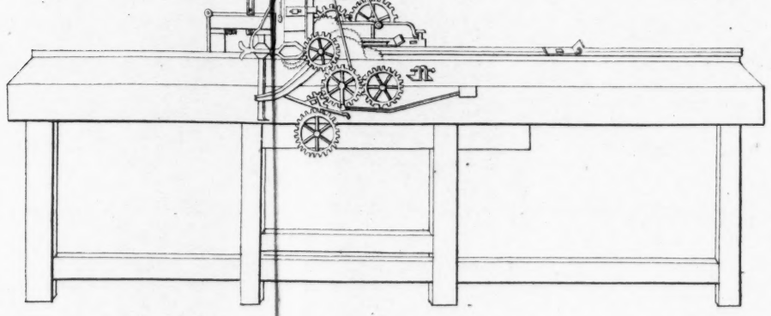

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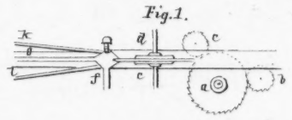
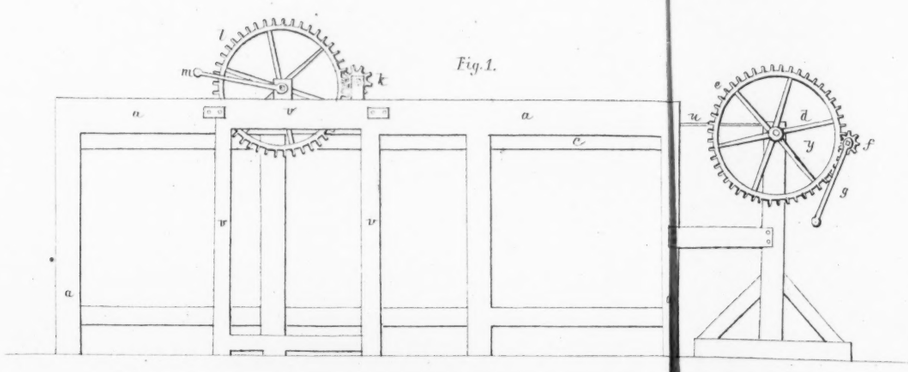


Imp.ie de C. Bradford Libr.e Boston.

Machine a travailler le bois par M.r Roquin.

Fig. 1.



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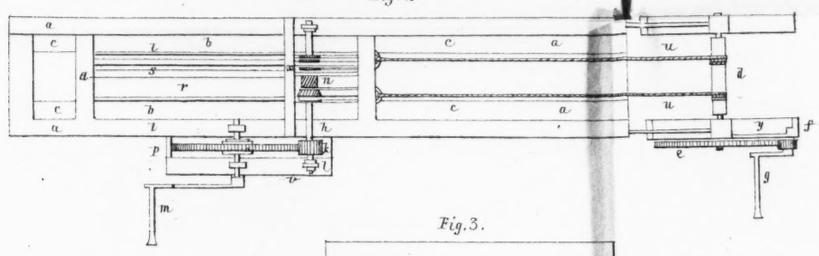

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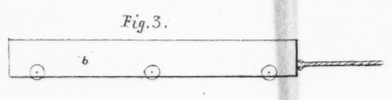

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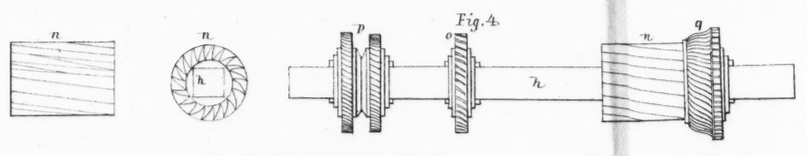
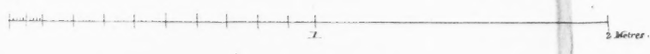
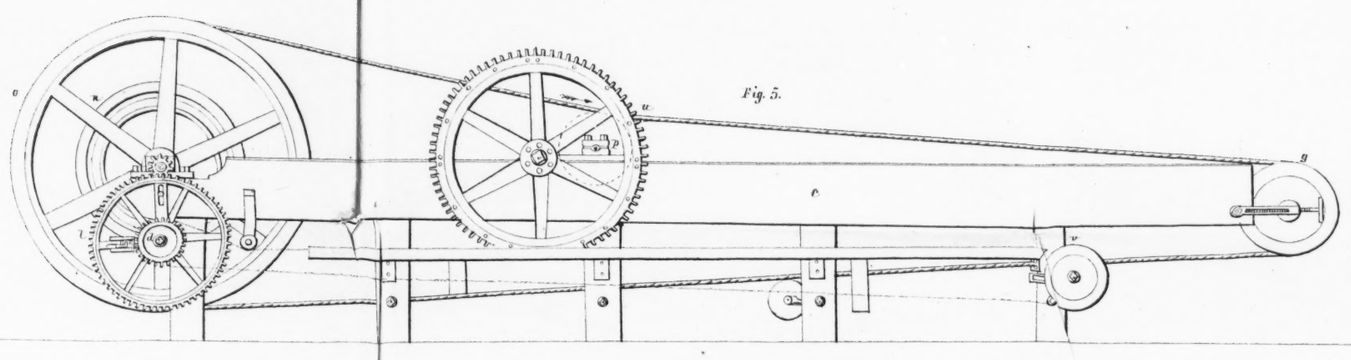




Suite de la Machine a travailler le bois par M. Roguin.

Fig. 5.



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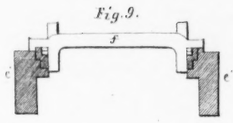

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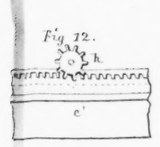

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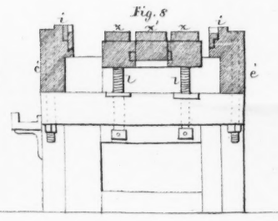

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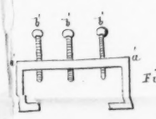

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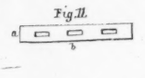

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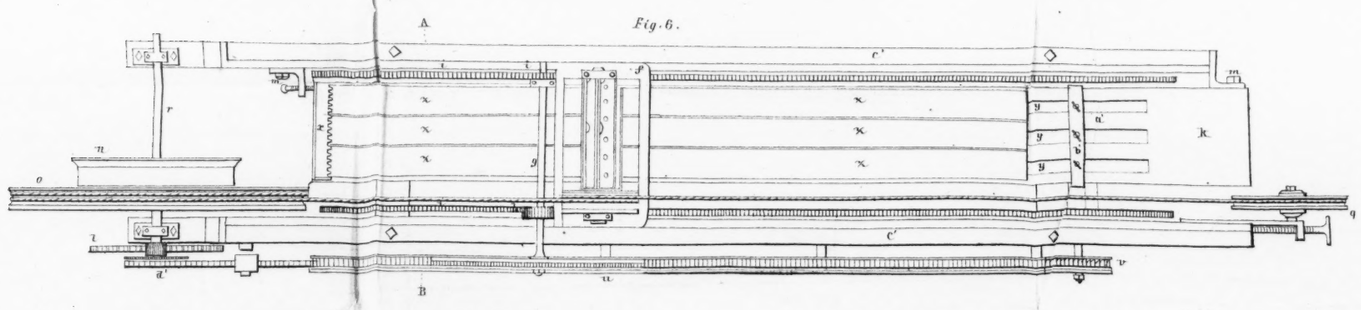

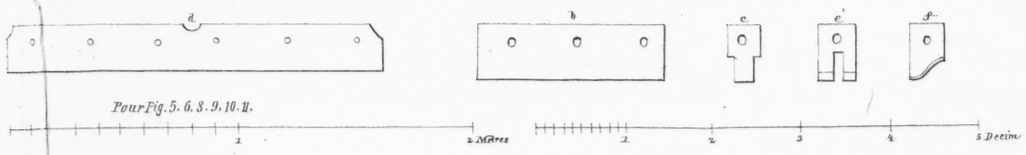

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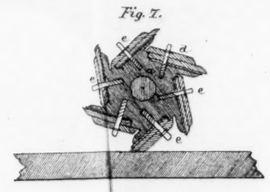
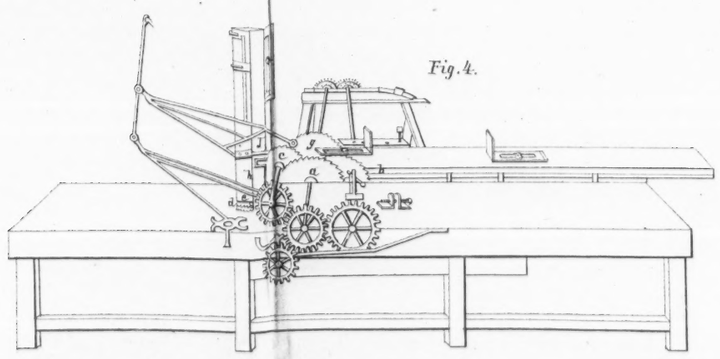


Machines a bouveter et planer par M.de Manneville.

Fig. 4.



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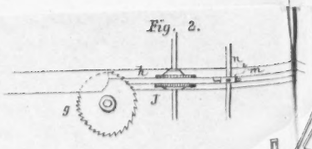

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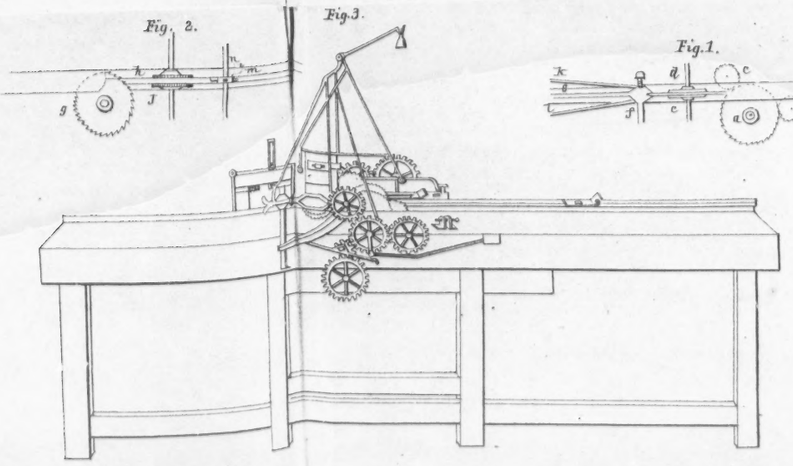

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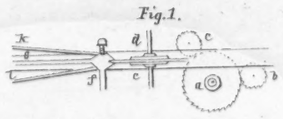


Machine a travailler le bois par M. Roquin.

Fig. 1.

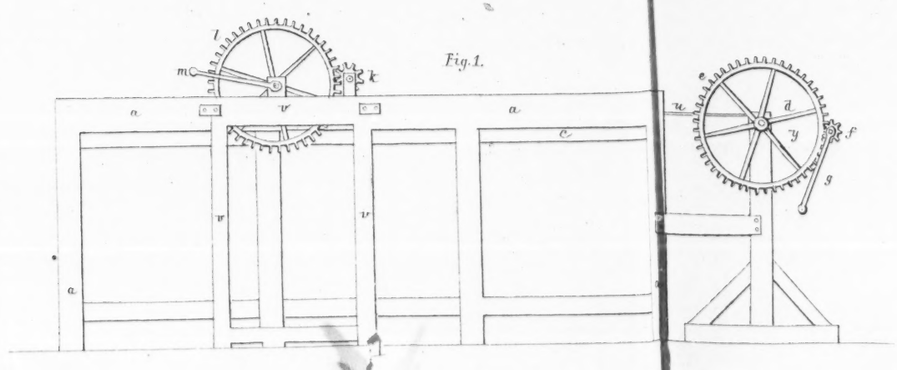
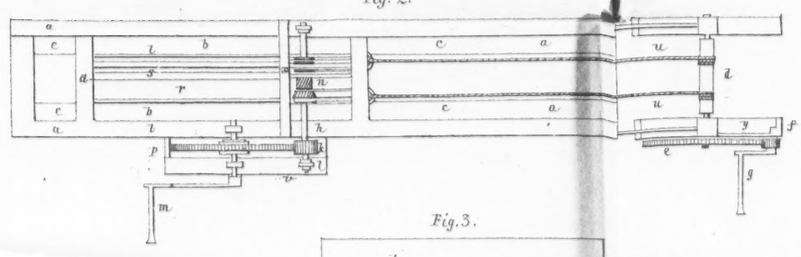


Fig. 2.



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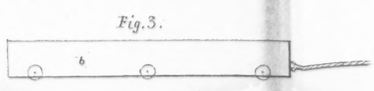

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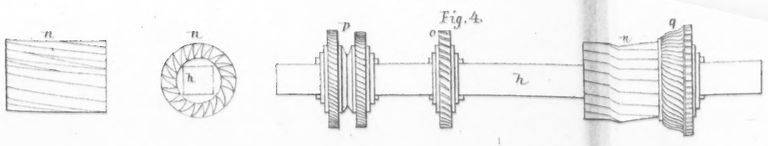

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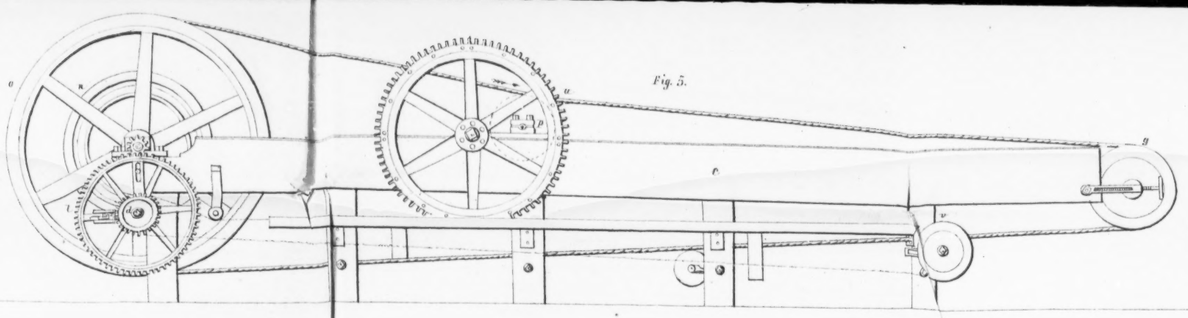

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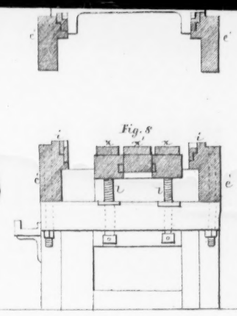


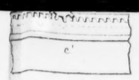


Fig 10.

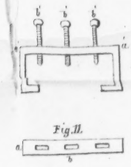
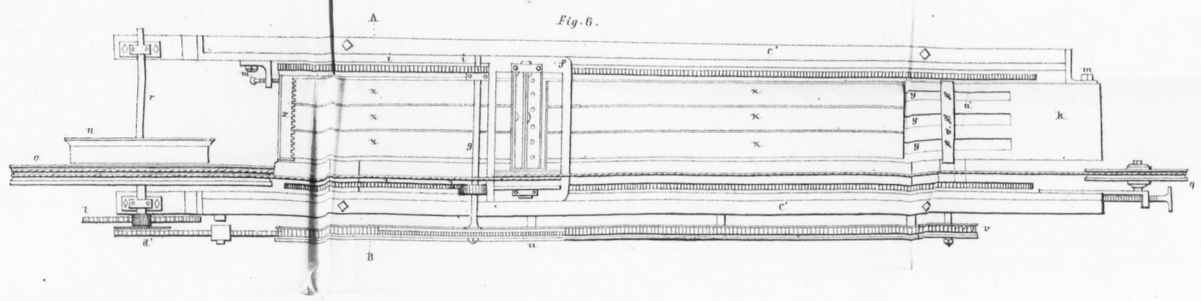
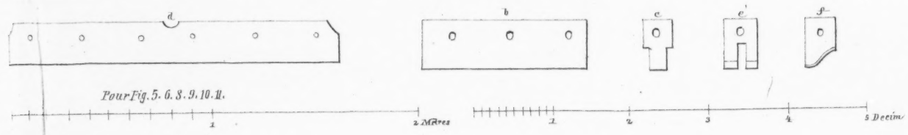


Fig. 11.

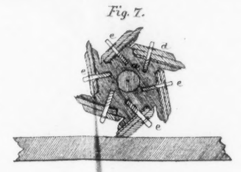
Fig. 6.





Pour Fig. 5. 6. 8. 9. 10. 11.

Fig. 7.



Machines a bouveter et planer par M.de Manneville.

Fig. 4.

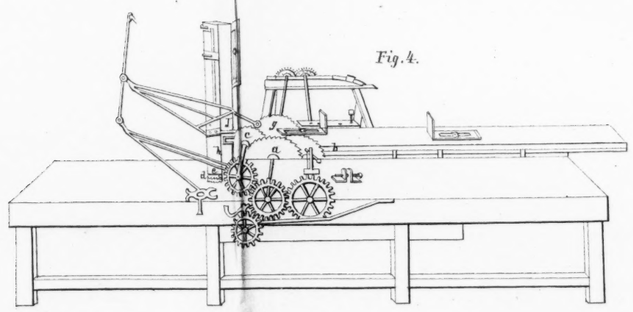


Fig. 2.

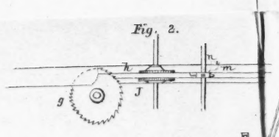


Fig. 3.

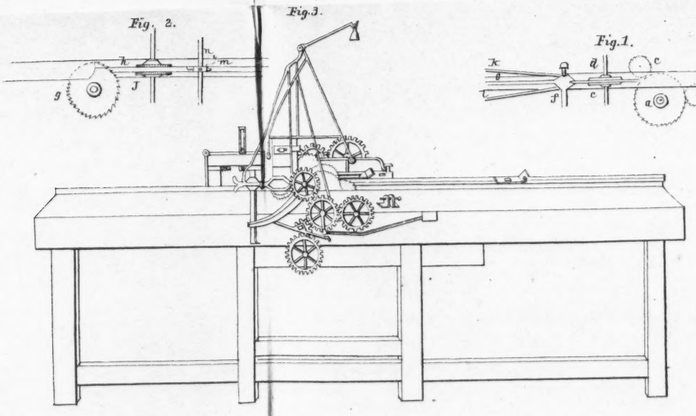
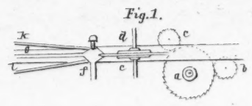


Fig. 1.



Imp. de L. Bradel, rue Bonaparte.

Machine à travailler le bois par M. Duquin.

Fig. 1.

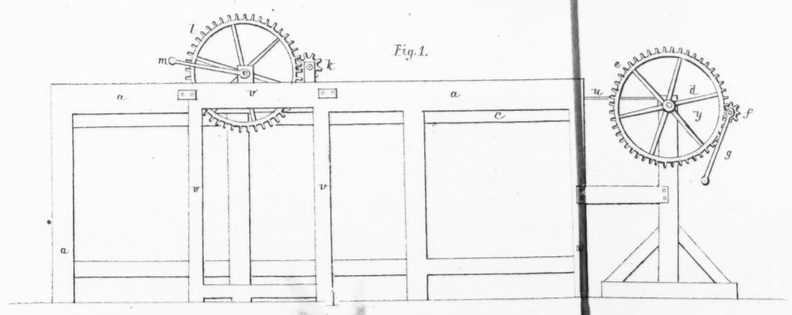


Fig. 2.

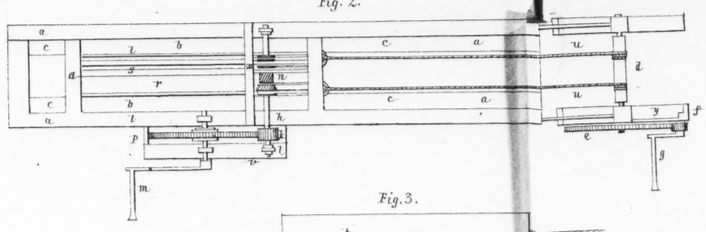


Fig. 3.

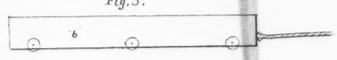
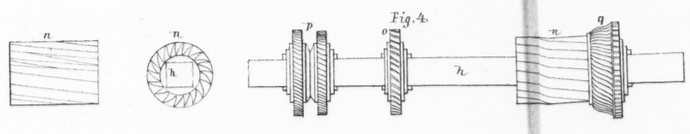
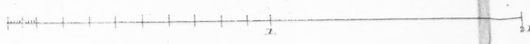


Fig. 4.





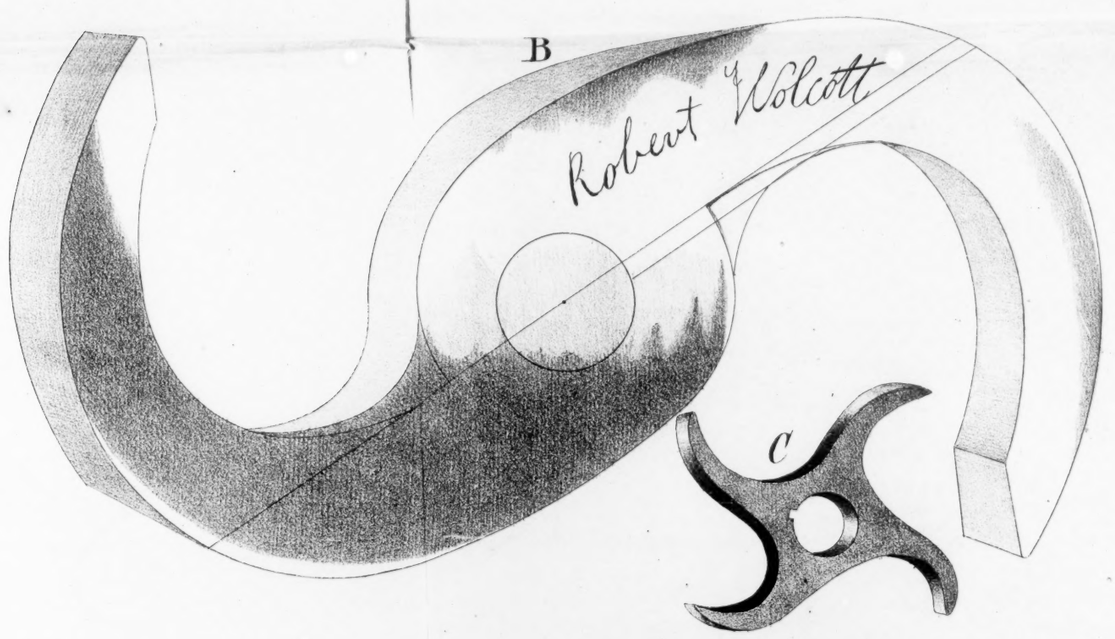
2 Mètres

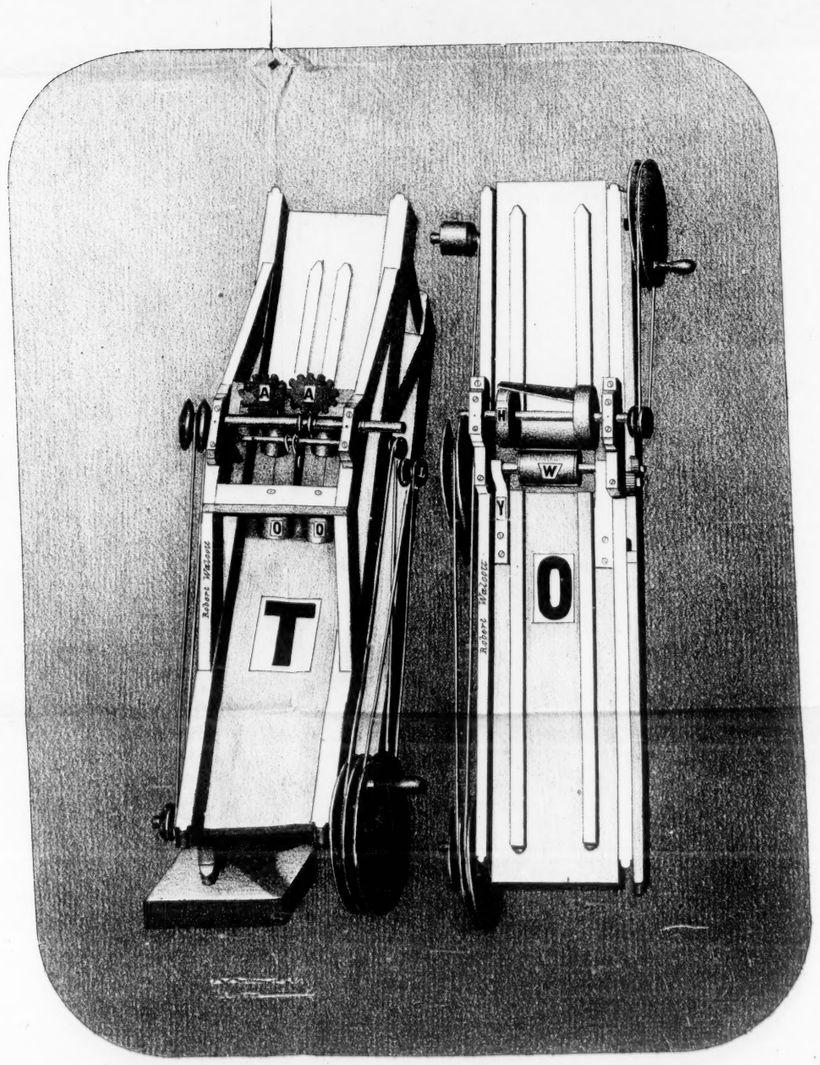
34

Exhibit A

This is the paper, or drawing, referred to by Robert Wolcott in his examinations as the drawing marked
Exhibit A
George Plitt, Commissioner Robert Wolcott

Tappan & Bradford's Lith.





35

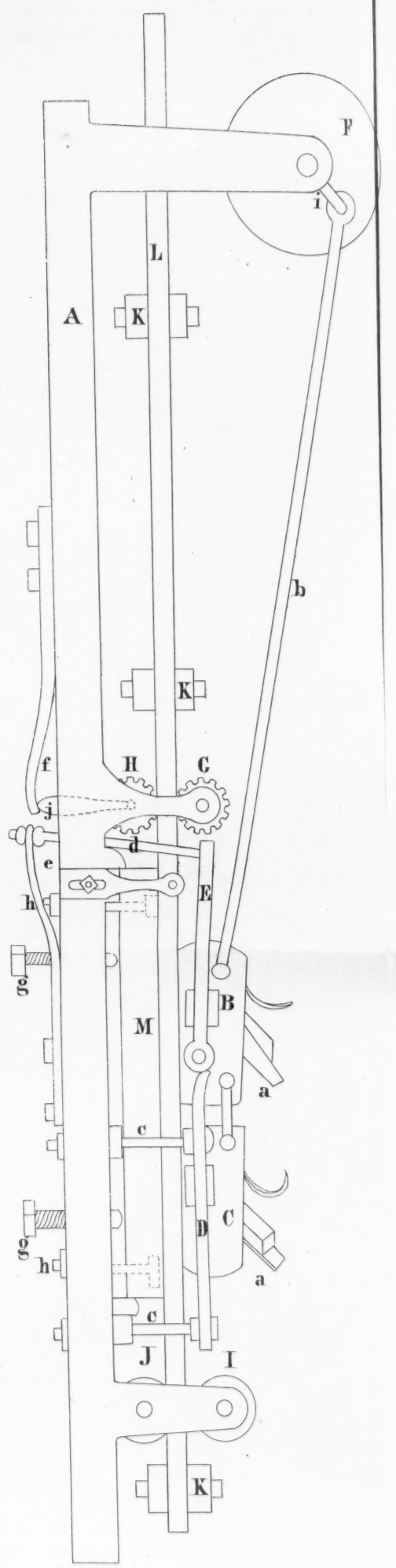
TOP VIEW OF MANNEVILLES, PLANING MACHINE.

leaving out gearing, pullies chain-wheels. and chain, which are placed upon the top. ends of feeding rollers and driving shaft. above the bearings.

Letters of reference.

A: *the frame.*
B: *movable frame.*
C: *plane not movable.*
D: *fixed tool bearer.*
E: *yielding tool bearer*
F: *driving pulley.*
G: *fixed fluted feeding roller.*
H: *adjustable feed roller.*
K: *horizontal friction rollers.*
I, **J**: *fixed feeding or discharging rollers.*
L: *the board.*
M: *the bed.*

a: *plane irons.*
b: *connecting bar.*
c: *studs for immuvable tool bearer.*
d: *connecting bar to movable do.*
e: *spring for " " " do.*
f: *do for adjusting feed rollers.*
g: *set screws to bed.*
h: *counter screws for bed.*
i: *crank.*
j: *slide box for fluted roller.*



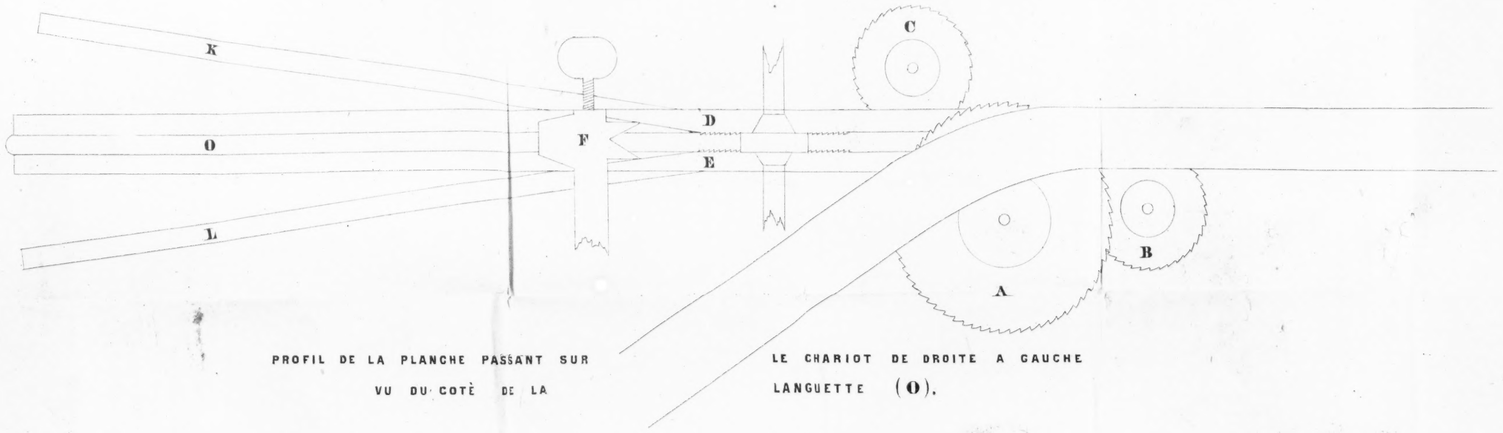
36

N° 7

A. Serpigna

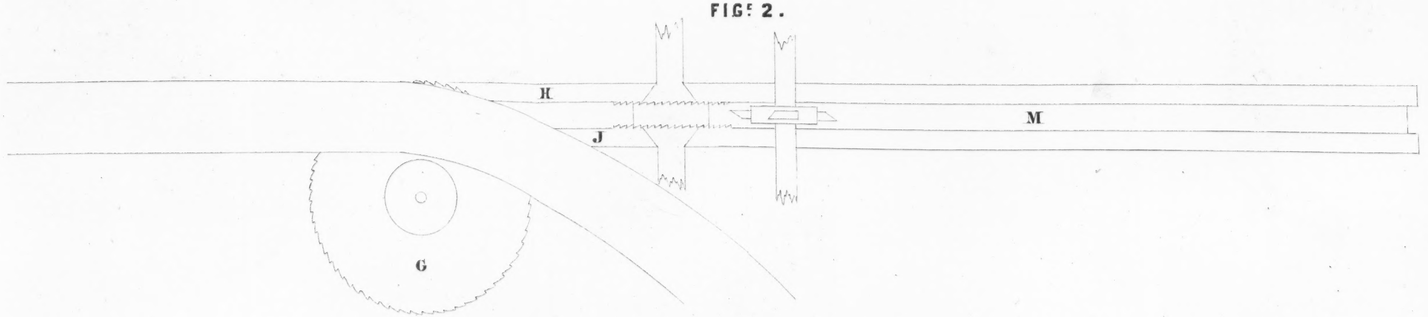
PLANCHE PREMIERE

FIG.ᵉ 1.



PROFIL DE LA PLANCHE PASSANT SUR LE CHARIOT DE DROITE A GAUCHE
VU DU COTÈ DE LA LANGUETTE (O).

FIG.ᵉ 2.



PROFIL DE LA PLANCHE PASSANT SUR LE CHARIOT DE GAUCHE A DROITE
VU DU COTÈ DE LA RAINURE (M).

Bouveteur) De Manneville
Dessin.

Tappan & Bradford's Lith.

N.° 6

N. Serpigna

Dessin déposé par le Sieur de Manneville à l'appui de sa demande d'un Brevet formée à la Préfecture de la Seine le 18 Décembre 1824

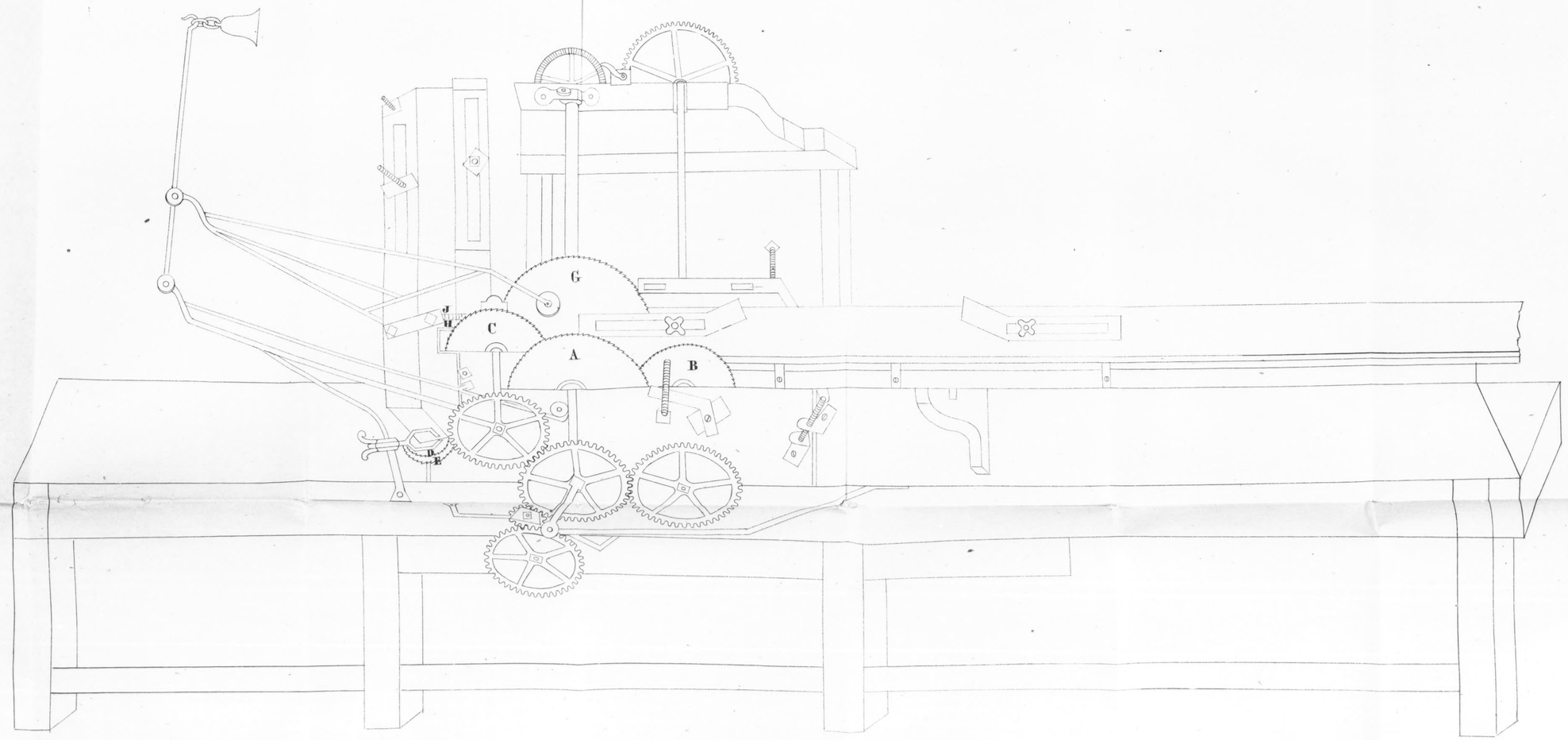
Paris le 9 Mars 1825

Le ministre secretaire d'Etat de l'Intérieur

(signé) Corbiere

CACHET.

Typ. de N. Bradford Libr.



(Bouveau) De Manneville

N° 5

A Perpignan

Dessin déposé par le Sieur de Manneville à l'appui de sa demande d'un Brevet formé à la Préfecture de la Seine le 18 Décembre 1824

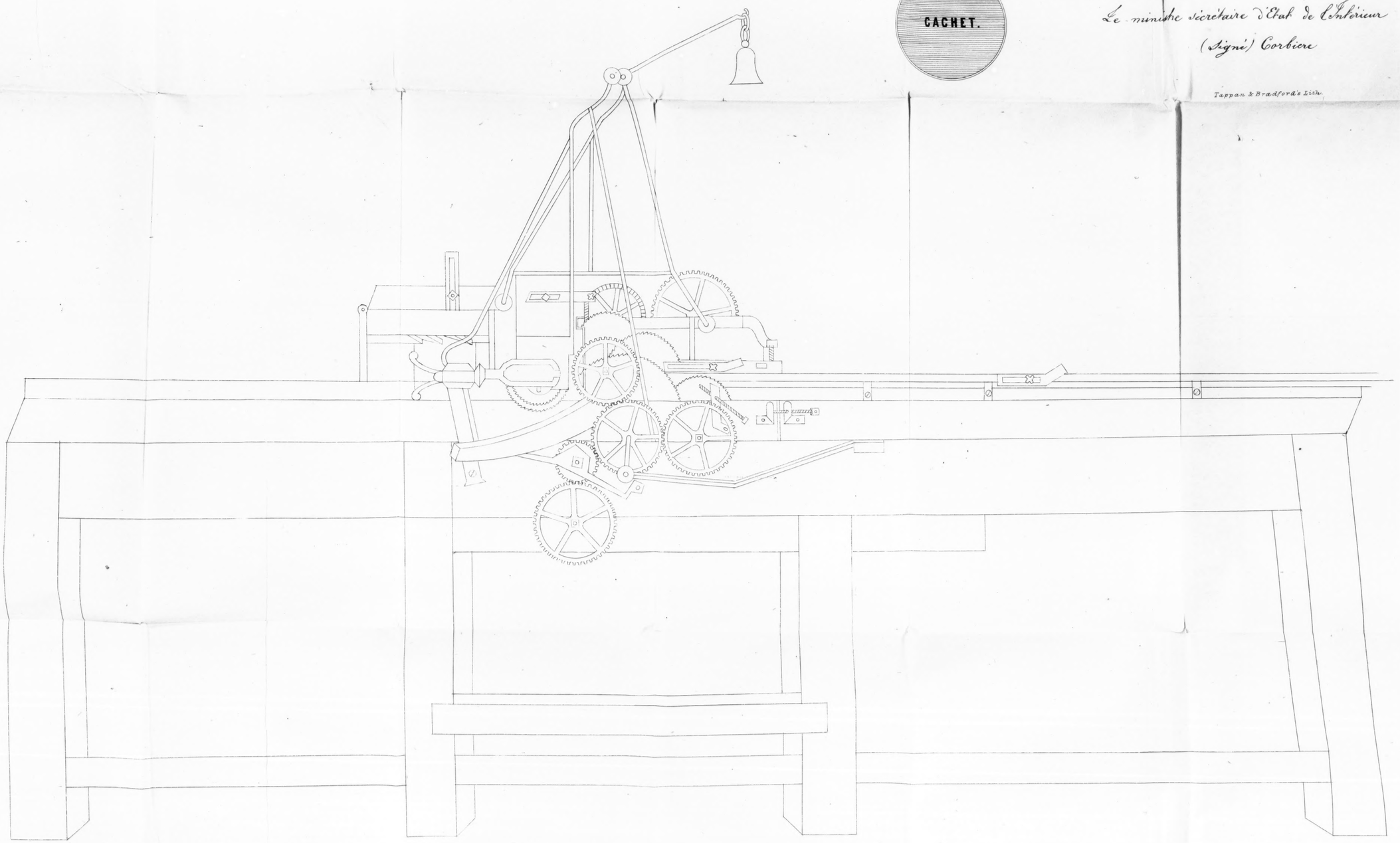
CACHET.

Paris le 9 Mars 1825

Le ministre secrétaire d'Etat de l'Intérieur

(Signé) Corbiere

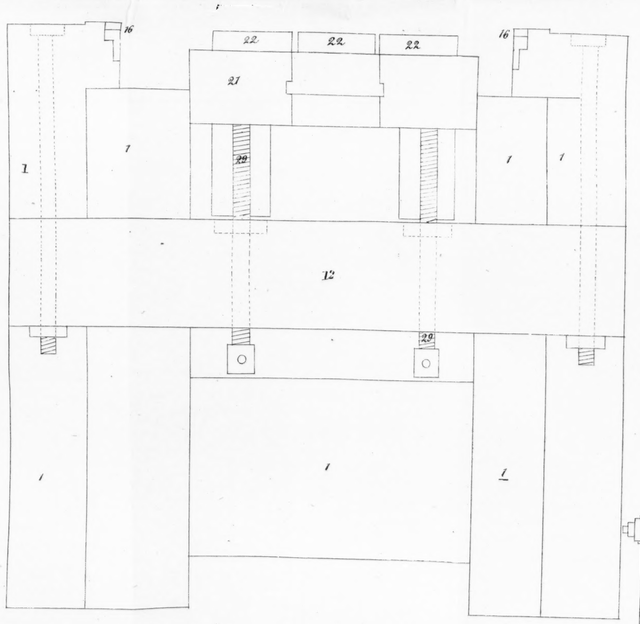
Tappan & Bradford's Lith.



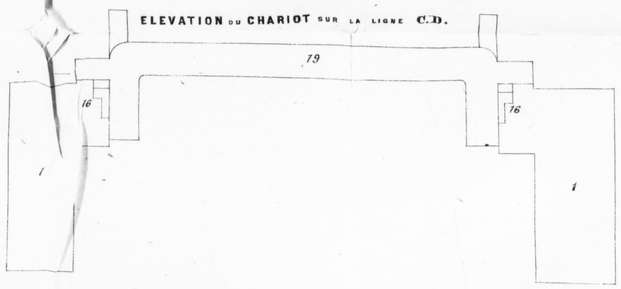
Bouveteur De Manneville

N°4 A Perpignan

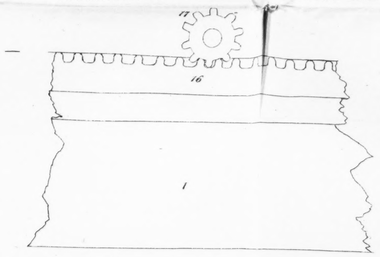
PROFIL SUR LA LIGNE A.B.

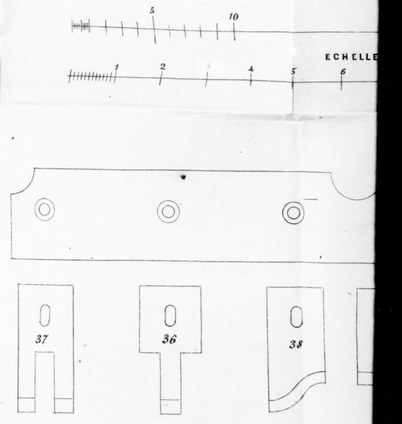


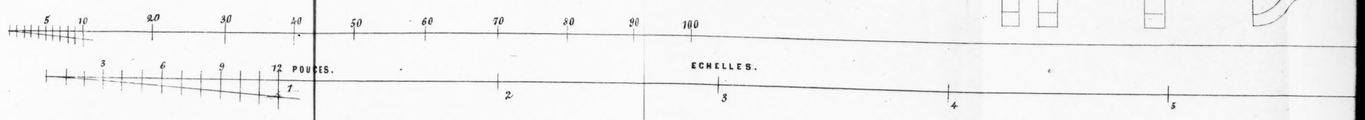
ELEVATION du CHARIOT SUR LA LIGNE C.D.



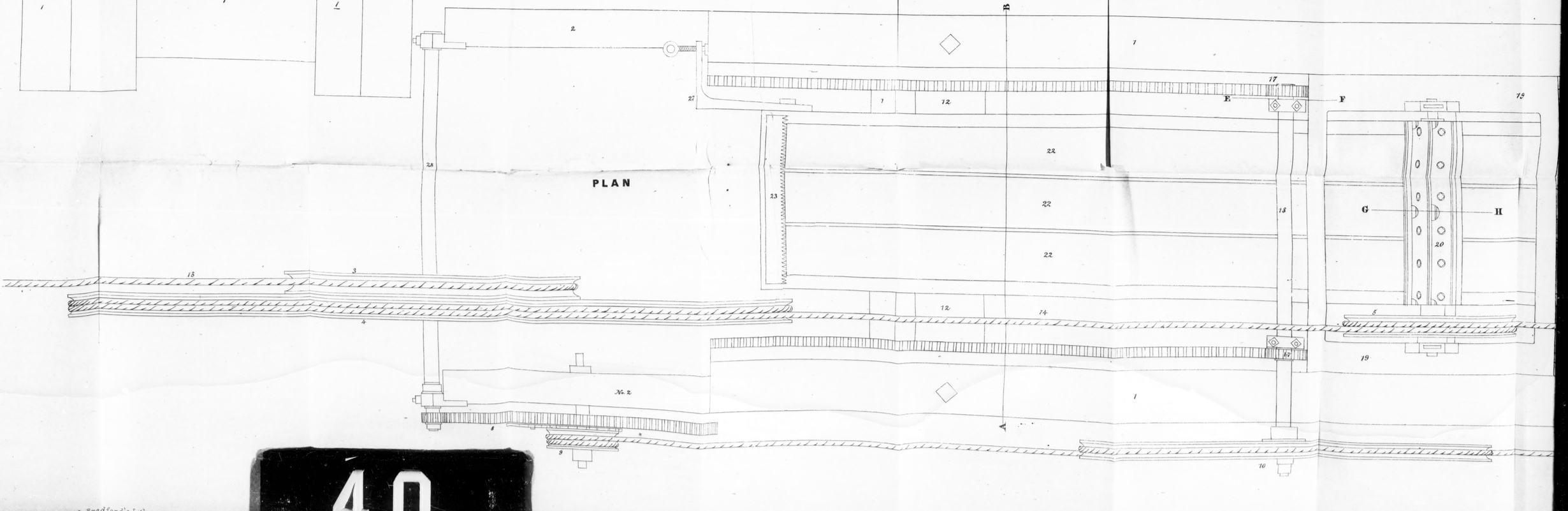
CREMAILLIERE ET PIGNON SUR LA LIGNE E.F.







PLAN



40

Bradford's Lith.

ARIOT SUR LA LIGNE C.D.

CREMAILLIERE ET PIGNON SUR LA LIGNE E.F.

ECHELLES DES DETAILS DE L'OUTIL

DETAILS DE L'OUTIL

PROFIL SUR LA LIGNE G.H.

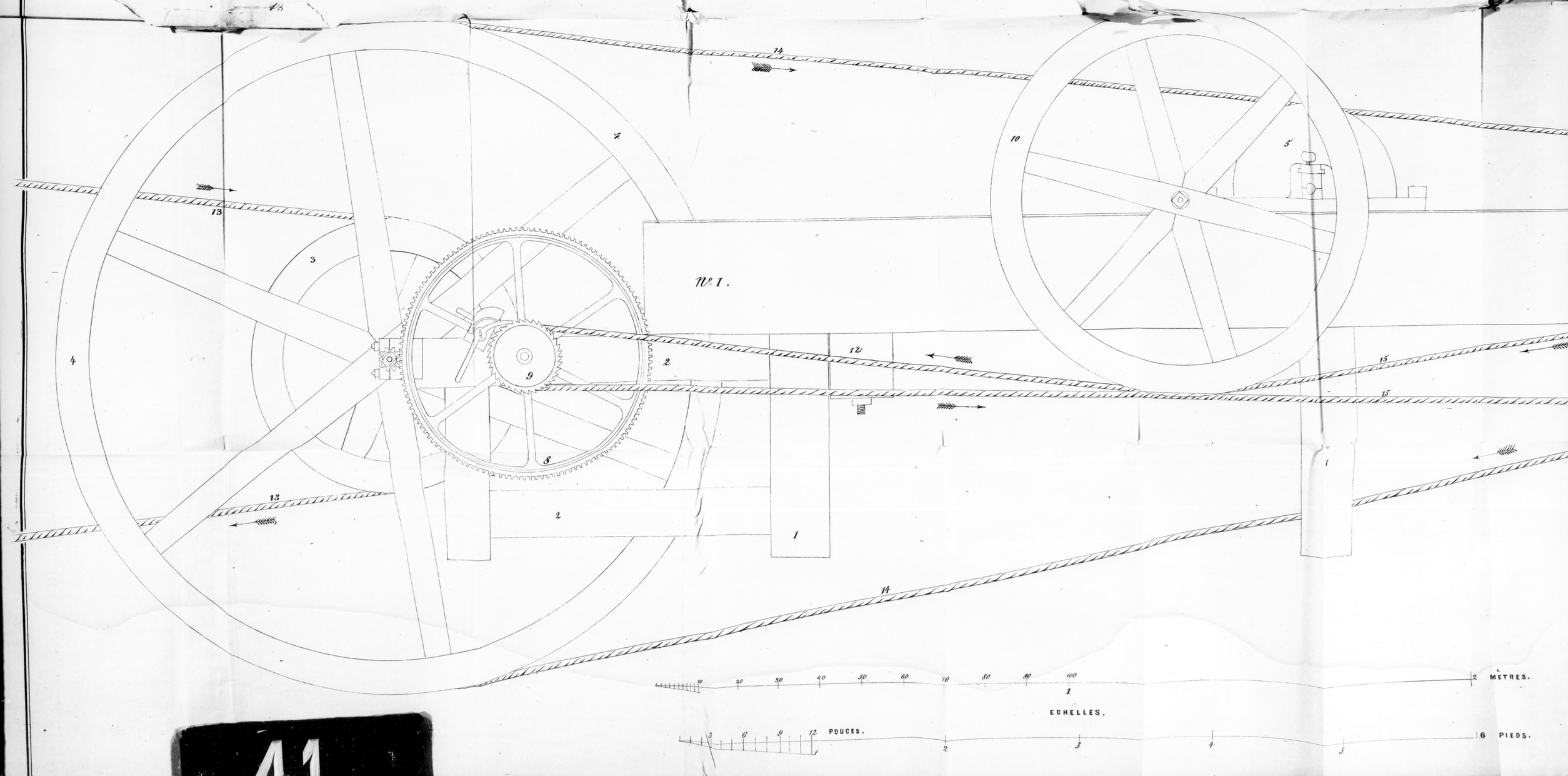
ECHELLES.

Paris le 27 Fevrier 1818.
(Signé) L.t Coyuin (Louis Antoine Gabriel)
Rue et Hotel Vivienne N.o 14.

Nº 3.

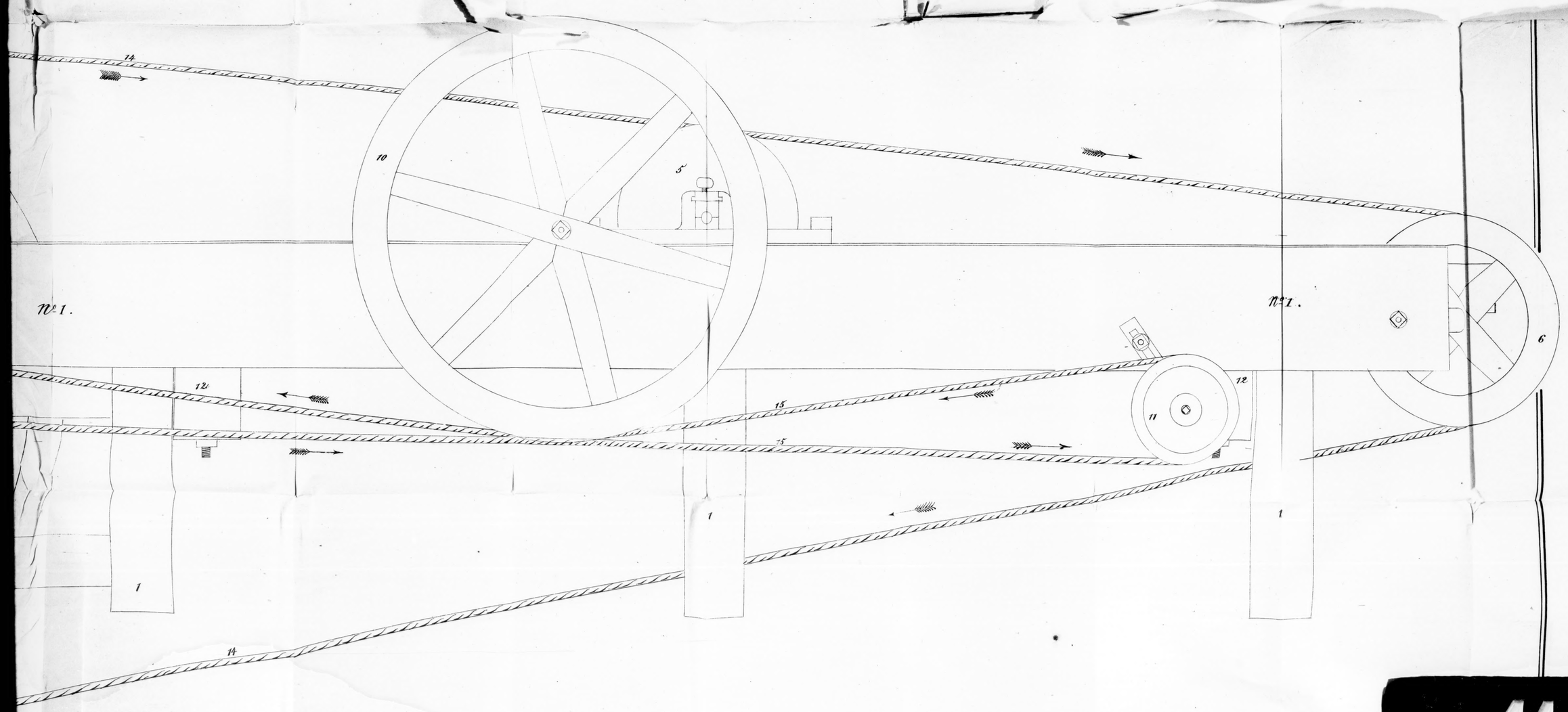
Perpignan

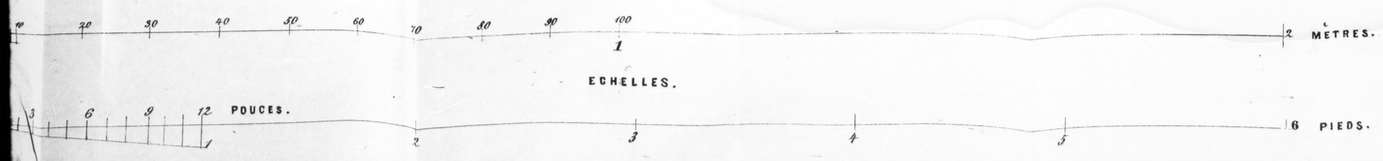
ÉLÉVATION.



41

ÉLÉVATION.





41

Paris le 27 Fevrier 1818.

(signé) L^d Roguin (Louis Antoine Gabriel)

N°. 1
A. Perpignan.

PLAN ET ELEVATION DE LA MACHINE INVENTÉE PAR Mr ROGUIN

POUR RABOTER LE BOIS, FAIRE LES RAINURES, LES LANGUETTES ET TOUTE SORTE DE MOULURES.

FIG.E 1.

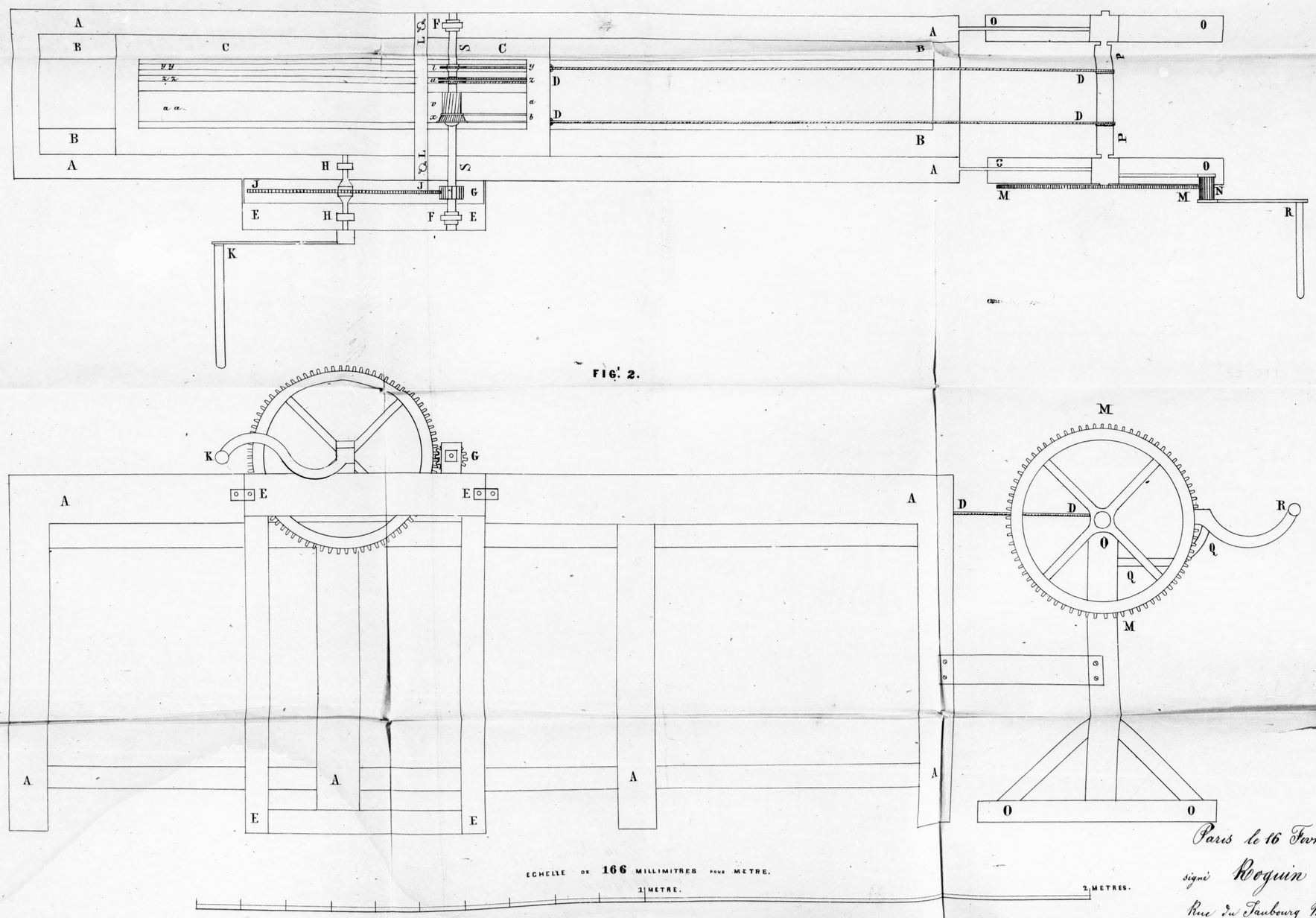


FIG. 2.

ECHELLE DE 166 MILLIMITRES POUR METRE.

1 METRE. 2 METRES.

Paris le 16 Fevrier 1817

signé Roguin

Rue du Faubourg Mont-marte N°. 67.

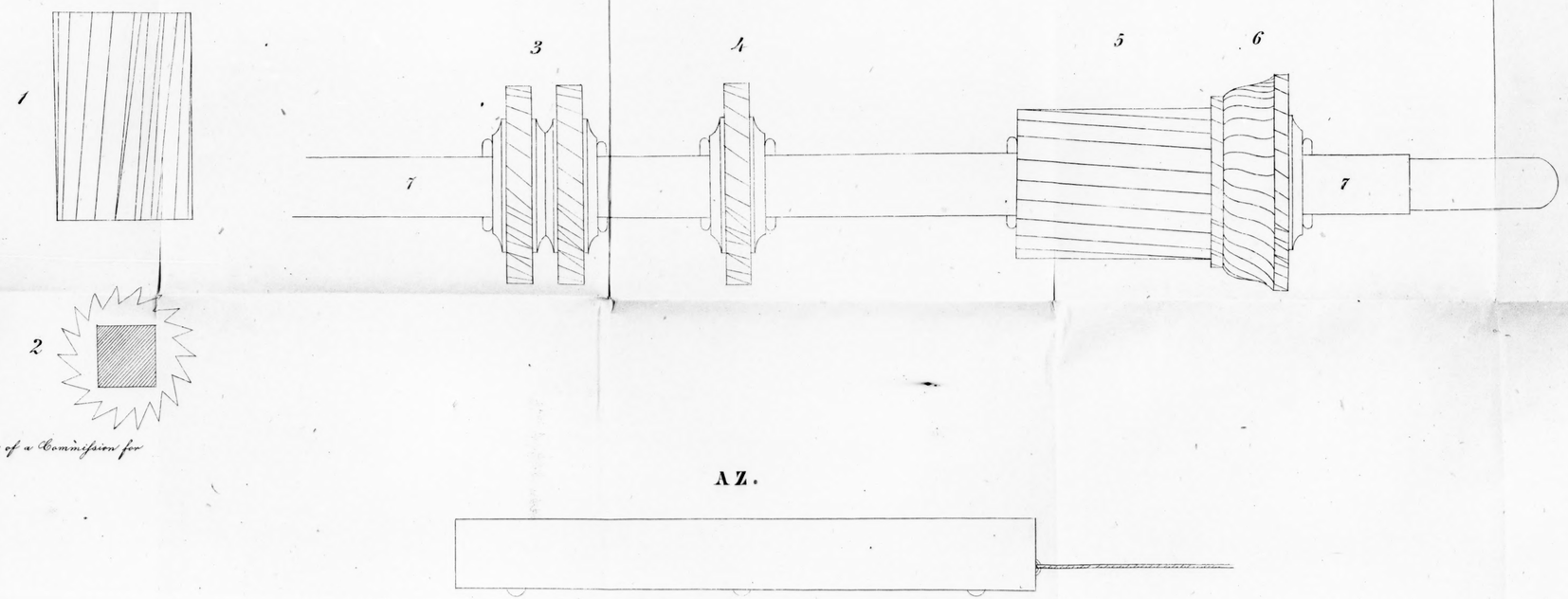
Tappan & Bradford lith.

42

N.o 2
A Serpigna

N.o 2.

PROJECTION des OUTILS en GRANDEUR NATURELLE.



At the execution of a Commission for

AZ.

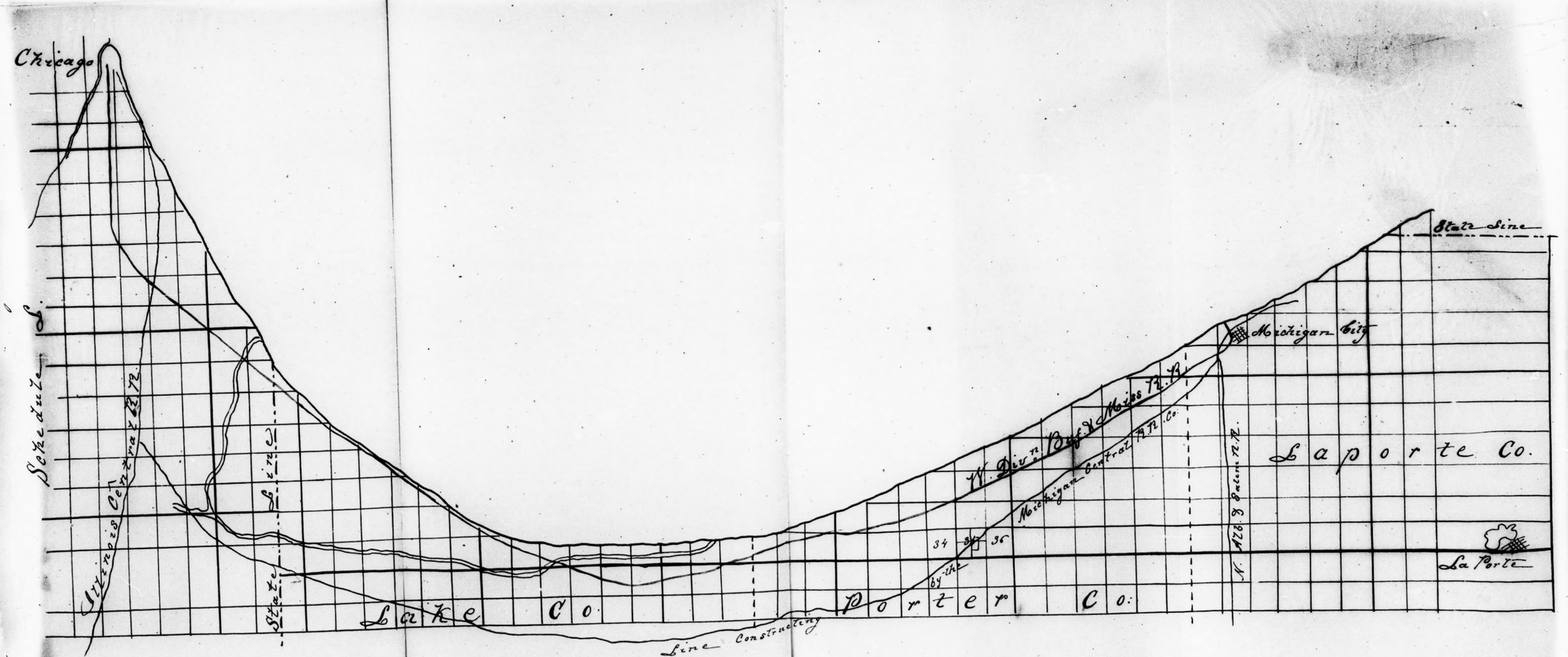
Paris le 16 Fevrier 1817

(Signé) Eoyain

rue du Faubourg Mont. marte N.o 67.

Tauvan & Bradford's Lith.

42


Chicago
Illinois Central R.R.
State Line
Lake Co.
Porter Co.
Michigan City
W. Div. C. B. & Mo. R.R.
Michigan Central R.R. Co.
Chi. & Calumet R.R.
34
35
by the
Line Constructing
State Line
Laporte Co.
La Porte